



November, 2023

Dear Owner(s):

Enclosed are the **annual budget report** and the **annual policy statement** required pursuant to California Civil Code Sections 5300 and 5310, commonly referred to as the Davis-Stirling Act.

The **annual budget report includes** the 2024 business and reserves plans, related disclosures and the insurance summary for Third Laguna Hills Mutual and the Golden Rain Foundation and Trust.

The **annual policy statement includes** additional disclosures regarding collection and lien enforcement policies, dispute resolution procedures, the architectural review process and many others.

Please see the attached table of contents for a listing of all reports and disclosures included herein. Should you have any questions concerning the enclosed materials, please contact Financial Services at 949-597-4201.

Sincerely,

Steve Hormuth, Director of Financial Services

ENCLOSURES



2024 Annual Disclosures & Notices

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Preferred Delivery Method Form
Cable Act Disclosure



ANNUAL BUDGET REPORT

ASSESSMENT DEFINITIONS

The **total monthly assessment** for members of Third Laguna Hills Mutual is comprised of:

- (1) **Third operating:** Nonassessment revenues generated from items such as chargeable services, late fees, electric cart fees and carport rental fees; and expenses, for which a housing mutual is directly responsible, such as maintenance programs, utilities and property insurance. Also included are expenses accumulated communitywide then allocated to each of the housing mutuals, such as administration, materials and supplies, and liability insurance.
- (2) **Third fund contributions:** Contributions to funds used for reserve components, preventive maintenance and contingency expenditures not included in the operating budget:
 - (a) **Reserve funds: Replacement reserve, elevator replacement reserve and laundry replacement reserve** provide for the repair, replacement or restoration of structural components and mechanical equipment including, but not limited to, plumbing, roofs, elevators, paving and laundry equipment.
 - (b) **Restricted funds: Disaster fund** provides a measure of financial stability during periods of unforeseen or catastrophic occurrences. **Unappropriated expenditures fund** provides for significant and unanticipated expenditures not otherwise identified in the business plan.
- (3) **GRF operating and reserves contributions (GRF):** Provides for the operation of the Golden Rain Foundation and trust-owned facilities and equipment, including broadband, clubhouses, recreational programs, security and transportation services. Includes reserve contributions for the improvement and/or replacement of facilities and equipment. These costs are assessed equally to all units in the community.
- (4) **GRF operating surplus recovery:** Prior years' revenues that exceed expenses within the GRF operating fund.

Surcharge:

- (5) **Elevator operating:** provides funding for units with elevators for operating expenses such as elevator lift maintenance.
- (6) **Garden villa recreation room fund:** provides a reserve for all expenditures within the Garden Villa recreation rooms related to repair, replacement, restoration or preventive maintenance, excluding janitorial services, water heaters and heat pumps.



2024 BUSINESS PLAN - BY ACCOUNT

DESCRIPTION	2020 ACTUAL*	2021 ACTUAL*	2022 ACTUAL	2023 PLAN	2024 PLAN	ASSESSMENT Per Manor Per Month		
						2023	2024	Change
REVENUES								
Non-Assessment Revenues								
Fees and Charges to Residents	\$401,033	\$732,032	\$1,085,097	\$1,075,119	\$3,515,399	\$14.68	\$48.01	(\$33.33)
Laundry Revenue	198,525	214,443	213,498	210,000	209,300	2.87	2.86	0.01
Miscellaneous	543,647	604,039	680,849	752,512	745,130	10.28	10.18	0.10
Total Revenue	\$1,143,205	\$1,550,514	\$1,979,444	\$2,037,631	\$4,469,829	\$27.83	\$61.05	(\$33.22)
EXPENSES								
Employee Compensation	\$6,594,953	\$7,074,776	\$7,230,319	\$7,978,557	\$8,281,408	\$108.96	\$113.12	\$4.16
Expenses Related to Compensation	2,842,894	2,972,229	3,102,923	3,447,867	3,457,551	47.09	47.22	0.13
Material and Supplies	633,276	790,544	833,296	726,964	828,491	9.93	11.31	1.38
Electricity	295,759	348,719	602,032	399,821	454,730	5.46	6.21	0.75
Sewer	1,698,515	1,774,945	1,680,160	1,494,600	1,659,600	20.41	22.66	2.25
Water	2,817,315	3,093,848	2,895,128	3,009,336	3,219,638	41.10	43.97	2.87
Trash	546,524	583,345	678,406	1,058,445	1,428,914	14.45	19.51	5.06
Legal Fees	627,448	245,767	198,123	393,325	300,000	5.37	4.10	(1.27)
Professional Fees	216,775	62,024	116,969	149,357	167,827	2.04	2.29	0.25
Equipment Rental	4,688	9,043	6,437	7,957	8,714	0.11	0.12	0.01
Outside Services	1,255,418	1,638,025	2,111,894	1,296,140	1,342,248	17.70	18.33	0.63
Repairs and Maintenance	2,554	3,874	1,844	7,673	5,375	0.10	0.07	(0.03)
Other Operating Expense	123,010	115,394	105,346	156,704	154,338	2.14	2.11	(0.03)
Insurance	542,735	888,596	952,126	1,073,454	1,166,792	14.66	15.93	1.27
Property Insurance	1,368,240	2,658,682	7,359,685	7,849,953	8,000,000	107.20	109.25	2.05
Uncollectible Accounts	71,798	45,737	179,544	65,000	85,000	0.89	1.16	0.27
Cost Allocations	1,291,881	1,173,905	1,257,835	1,213,710	1,304,833	16.58	17.82	1.24
Total Expense	\$20,933,783	\$23,479,453	\$29,312,067	\$30,328,863	\$31,865,459	\$414.19	\$435.18	\$20.99
RESERVE CONTRIBUTIONS								
Replacement Fund	\$10,690,704	\$10,690,704	\$10,690,704	\$11,276,496	\$11,422,944	\$154.00	\$156.00	\$2.00
Elevator Replacement Fund	366,120	366,120	366,120	366,120	366,120	5.00	5.00	0.00
Laundry Replacement Fund	73,224	73,224	73,224	146,448	146,448	2.00	2.00	0.00
Total Reserve Contribution	\$11,130,048	\$11,130,048	\$11,130,048	\$11,789,064	\$11,935,512	\$161.00	\$163.00	\$2.00
RESTRICTED CONTRIBUTIONS								
Disaster Fund	\$1,133,508	\$1,830,600	\$1,591,890	\$897,726	\$1,830,600	\$12.26	\$25.00	\$12.74
Unappropriated Expenditures Fund	585,792	585,792	0	0	1,865,015	0.00	25.47	25.47
Total Restricted Contribution	\$1,719,300	\$2,416,392	\$1,591,890	\$897,726	\$3,695,615	\$12.26	\$50.47	\$38.21
Total Reserve/Restricted Contribution	\$12,849,348	\$13,546,440	\$12,721,938	\$12,686,790	\$15,631,127	\$173.26	\$213.47	\$40.21
TOTAL MUTUAL	\$32,639,926	\$35,475,379	\$40,054,561	\$40,978,022	\$43,026,757	\$559.62	\$587.60	\$27.98
GOLDEN RAIN FOUNDATION								
GRF Operating	\$13,297,478	\$13,663,283	\$14,316,115	\$14,960,469	\$15,466,374	\$204.31	\$ 211.22	\$6.91
GRF Reserve Contributions	1,391,256	1,391,256	1,244,808	1,244,808	1,244,808	17.00	17.00	0.00
GRF Contingency Contributions	366,120	0	366,120	0	0	0.00	0.00	0.00
Total GRF	\$15,054,854	\$15,054,539	\$15,927,043	\$16,205,277	\$16,711,182	\$221.31	\$228.22	\$6.91
TOTAL BASIC ASSESSMENT	\$47,694,780	\$50,529,918	\$55,981,604	\$57,183,299	\$59,737,939	\$780.93	\$815.82	\$34.89
SURCHARGES (unique to units with common laundry facilities, elevators, and/or Garden Villa recreation rooms)								
Elevator Operating	\$303,146	\$315,135	\$352,283	\$366,252	\$350,852	16.52	15.83	(0.69)
Garden Villa Recreation Room Fund	85,698	89,424	89,424	93,150	96,876	6.25	6.50	0.25
	\$388,844	\$404,559	\$441,707	\$459,402	\$447,728	\$22.77	\$22.33	(\$0.44)
TOTAL BUSINESS PLAN	\$48,083,624	\$50,934,477	\$56,423,311	\$57,642,701	\$60,185,667			

*2020 and 2021 actuals were affected by COVID-19 Pandemic.



2024 BUSINESS PLAN MONTHLY ASSESSMENT BY MANOR TYPE

MANOR TYPE	2023	2024	Increase/ (Decrease)
SINGLE FAMILY DETACHED HOMES			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
TOTAL ASSESSMENT	\$780.93	\$815.82	\$34.89
CONVENTIONAL MANORS			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
TOTAL ASSESSMENT	\$780.93	\$815.82	\$34.89
CONVENTIONAL W/COMMON LAUNDRIES			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
TOTAL ASSESSMENT	\$780.93	\$815.82	\$34.89
8 UNIT BUILDINGS (2294, 2295)			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
SURCHARGES:			
Elevator Operating	16.52	15.83	(0.69)
TOTAL SURCHARGES	16.52	15.83	(0.69)
TOTAL ASSESSMENT	\$797.45	\$831.65	\$34.20
21 UNIT BUILDINGS			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
SURCHARGES:			
Elevator Operating	16.52	15.83	(0.69)
TOTAL SURCHARGES	16.52	15.83	(0.69)
TOTAL ASSESSMENT	\$797.45	\$831.65	\$34.20
22 UNIT BUILDINGS			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
SURCHARGES:			
Elevator Operating	16.52	15.83	(0.69)
Garden Villa Rec Room Fund	6.25	6.50	0.25
TOTAL SURCHARGES	22.77	22.33	(0.44)
TOTAL ASSESSMENT	\$803.70	\$838.15	\$34.45
24 UNIT BUILDINGS			
BASIC ASSESSMENT	\$780.93	\$815.82	\$34.89
SURCHARGES:			
Elevator Operating	16.52	15.83	(0.69)
Garden Villa Rec Room Fund	6.25	6.50	0.25
TOTAL SURCHARGES	22.77	22.33	(0.44)
TOTAL ASSESSMENT	\$803.70	\$838.15	\$34.45



2024 RESERVES PLAN

Summary and Disclosures

California Civil Code §5300 requires that homeowner associations maintain a reserve study, a plan by which the mutual anticipates and prepares for inevitable future expenses of major components. Ideally, all such expenditures to repair, replace or restore will be covered by those funds set aside each year and accounted for separately as reserves. A summary of the reserves plan prepared by Association Reserves™ is included herein.

The study identifies estimated current replacement costs at about \$148.3 million. The fully funded balance (based on the formula defined in Civil Code §5570(b)(4)) is \$73.8 million as of January 1, 2024. Projected reserve fund balances are estimated to be \$25.4 million, or 34.4% funded. These figures shall not be construed as a basis to require the board to fund reserves in accordance with this calculation.

The reserves receive monies through assessments and through interest earned on invested fund balances. In 2024, the monthly assessment for Third's reserve funds is set at \$163 per manor per month.

Contact the Financial Services Department at 949-597-4201 or visit the community website at www.lagunawoodsvillage.com to obtain the full reserves study.

Third Laguna Hills Mutual has no outstanding loans.

Assessment and Reserve Funding Disclosure Summary

Third Mutual - Laguna Woods Village, Laguna Woods

For Fiscal Year Beginning: 1/1/2024

of units: 6102

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$11,935,512.00	\$1,956.00
Total Assessment Income:	\$59,737,939.00	\$9,789.89

per: Year

- 2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **Yes**
- 4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	1/1/2024
Fully Funded Balance (based on formula defined in 5570(b)4):	\$73,819,124
Projected Reserve Fund Balance:	\$25,428,510
Percent Funded:	34.4 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$7,930

From the 9/1/2023 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Sean Andersen

Date: 10/6/2023

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.



30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 31071-4
No-Site-Visit

Fiscal Year Start: 2024

Interest:

2.50 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded		Special Assmt Risk	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2024	\$25,428,510	\$73,819,124	34.4 %		Medium	\$11,935,512	\$0	\$613,642	\$14,261,145
2025	\$23,716,519	\$76,303,501	31.1 %		Medium	\$12,950,031	\$0	\$599,328	\$12,983,760
2026	\$24,282,117	\$80,441,437	30.2 %		Medium	\$14,050,783	\$0	\$620,814	\$13,516,410
2027	\$25,437,304	\$84,515,990	30.1 %		Medium	\$15,245,100	\$0	\$673,250	\$12,874,048
2028	\$28,481,606	\$89,904,040	31.7 %		Medium	\$16,540,933	\$0	\$738,136	\$15,126,871
2029	\$30,633,804	\$93,517,999	32.8 %		Medium	\$17,037,161	\$0	\$803,704	\$14,741,839
2030	\$33,732,830	\$97,928,026	34.4 %		Medium	\$17,548,276	\$0	\$872,462	\$16,013,165
2031	\$36,140,402	\$101,667,855	35.5 %		Medium	\$18,074,724	\$0	\$917,016	\$17,831,036
2032	\$37,301,106	\$104,873,829	35.6 %		Medium	\$18,616,966	\$0	\$932,166	\$19,496,526
2033	\$37,353,712	\$107,050,434	34.9 %		Medium	\$19,175,475	\$0	\$927,250	\$20,549,007
2034	\$36,907,430	\$109,001,460	33.9 %		Medium	\$19,750,739	\$0	\$916,444	\$21,086,399
2035	\$36,488,214	\$111,058,806	32.9 %		Medium	\$20,343,261	\$0	\$889,358	\$22,982,586
2036	\$34,738,248	\$111,839,988	31.1 %		Medium	\$20,953,559	\$0	\$876,071	\$21,143,841
2037	\$35,424,036	\$115,172,157	30.8 %		Medium	\$21,582,166	\$0	\$829,829	\$26,801,134
2038	\$31,034,898	\$113,480,757	27.3 %		High	\$22,229,631	\$0	\$666,051	\$31,623,110
2039	\$22,307,471	\$108,014,458	20.7 %		High	\$22,896,520	\$0	\$524,930	\$25,996,040
2040	\$19,732,881	\$108,891,084	18.1 %		High	\$23,583,416	\$0	\$503,868	\$23,199,514
2041	\$20,620,651	\$113,406,794	18.2 %		High	\$24,290,918	\$0	\$515,578	\$24,756,487
2042	\$20,670,659	\$115,920,814	17.8 %		High	\$25,019,646	\$0	\$582,129	\$20,321,880
2043	\$25,950,553	\$123,816,229	21.0 %		High	\$25,770,235	\$0	\$678,934	\$23,976,172
2044	\$28,423,549	\$129,222,390	22.0 %		High	\$26,543,342	\$0	\$752,918	\$23,844,029
2045	\$31,875,780	\$133,045,802	24.0 %		High	\$27,339,642	\$0	\$876,186	\$21,795,903
2046	\$38,295,705	\$139,762,755	27.4 %		High	\$28,159,831	\$0	\$1,031,070	\$23,206,536
2047	\$44,280,070	\$145,983,526	30.3 %		Medium	\$29,004,626	\$0	\$1,178,557	\$24,355,646
2048	\$50,107,608	\$151,985,254	33.0 %		Medium	\$29,874,765	\$0	\$1,313,967	\$26,171,643
2049	\$55,124,698	\$157,097,815	35.1 %		Medium	\$30,771,008	\$0	\$1,420,358	\$28,687,865
2050	\$58,628,199	\$160,597,337	36.5 %		Medium	\$31,694,138	\$0	\$1,466,945	\$32,933,603
2051	\$58,855,679	\$161,934,393	36.3 %		Medium	\$32,644,963	\$0	\$1,509,312	\$30,988,630
2052	\$62,021,325	\$166,695,116	37.2 %		Medium	\$33,624,311	\$0	\$1,530,451	\$36,627,503
2053	\$60,548,584	\$165,226,028	36.6 %		Medium	\$34,633,041	\$0	\$1,409,870	\$44,227,140

**Third Mutual - Laguna Woods Village**

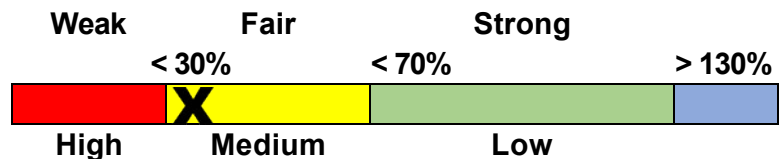
Laguna Woods, CA

Level of Service: **Update "No-Site-Visit"**Report #: **31071-4**

of Units: 6,102

January 1, 2024 through December 31, 2024**Findings & Recommendations****as of January 1, 2024**

Projected Starting Reserve Balance	\$25,428,510
Current Full Funding Reserve Balance	\$73,819,124
Average Reserve Deficit (Surplus) Per Unit	\$7,930
Percent Funded	34.4 %
Recommended 2024 "Annual Full Funding Contributions"	\$13,353,861
Alternate minimum contributions to keep Reserve above \$8,290,000	\$11,935,512
Most Recent Reserve Contribution Rate	\$11,130,048
Annual Deterioration Rate	\$26,259,842

Reserve Fund Strength: 34.4%**Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves **2.50 %**Annual Inflation Rate **3.00 %**

This is an Update "No-Site-Visit", and is based on a prior Report prepared by Association Reserves. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen, PRA, RS #68.

The Association is a Mutual community.

The Reserve Fund is between the 30% funded level and the 70% funded level at 34.4 % funded, which is a fair position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently medium. The objective of this multi-year Funding Plan is to Fully Fund Reserves and ultimately achieve a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems.

The Annual Deterioration rate for your Reserve Components is \$26,259,842.

Based on this starting point, your annual deterioration rate, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$13,353,861.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$8,290,000. This figure for your Mutual is \$11,935,512.

To receive a copy of the full Reserve Study, contact the Mutual.



Budget Summary

Report # 31071-4
No-Site-Visit

	Useful Life		2024 Rem. Useful Life		Estimated Replacement Cost in 2024	2024 Expenditures	01/01/2024 Current Fund Balance	01/01/2024 Fully Funded Balance	Remaining Bal. to be Funded	Recommended 2024 Contributions
	Min	Max	Min	Max						
Paved Surfaces	1	25	0	24	\$6,855,522	\$513,965	\$1,387,461	\$4,161,762	\$5,468,061	\$221,255
Roofing & Gutters	1	40	0	38	\$73,859,917	\$1,811,309	\$6,016,982	\$38,013,632	\$67,842,935	\$1,458,711
Building Structures	1	40	0	29	\$6,817,382	\$2,207,931	\$2,925,601	\$3,720,885	\$3,891,781	\$1,755,376
Decking Projects	1	9	0	9	\$949,927	\$468,566	\$468,566	\$485,233	\$481,361	\$347,457
Prior To Painting & Painting Projects	1	15	0	14	\$37,364,773	\$4,224,188	\$8,440,417	\$17,351,394	\$28,924,356	\$2,443,185
Elevators	1	40	0	29	\$10,787,035	\$125,000	\$303,870	\$3,728,935	\$10,483,165	\$2,370,437
Garden Villas	1	20	0	28	\$1,069,101	\$65,955	\$405,443	\$627,921	\$663,658	\$127,470
Lighting Replacement Projects	1	1	0	0	\$12,500	\$12,500	\$12,500	\$12,500	\$0	\$6,357
Walls, Fencing & Railings	1	1	0	1	\$244,590	\$156,752	\$156,752	\$156,752	\$87,838	\$124,381
Laundry Facilities	1	25	0	19	\$474,689	\$168,765	\$204,704	\$273,897	\$269,985	\$106,502
Sewer Lines, Water Lines & Elect	1	10	0	22	\$5,197,545	\$2,730,000	\$3,330,000	\$3,510,000	\$1,867,545	\$2,002,351
Grounds & Miscellaneous	1	1	0	0	\$27,582	\$27,582	\$27,582	\$27,582	\$0	\$14,026
Landscape Projects	1	1	0	20	\$4,673,004	\$1,748,632	\$1,748,632	\$1,748,632	\$2,924,372	\$2,376,353
					\$148,333,567	\$14,261,145	\$25,428,510	\$73,819,124	\$122,905,057	\$13,353,861

Percent Funded: 34.4%



ANNUAL INSURANCE DISCLOSURE AND POLICY SUMMARY - October 1, 2023

PROPERTY INSURANCE (Renewed on 6-1-23)

Blanket property insurance for fire and special form with Lloyd's of London and other program participants insures residential, common and community buildings and business property (coverage for Unit as originally built; no coverage for improvements, alterations, additions or personal property of unit owners or residents).

Policy amount: \$255,000,000 per occurrence

Deductible: \$100,000 per occurrence

Key exclusions: earthquake, landslide, (and others)

COMMERCIAL GENERAL LIABILITY INSURANCE

The commercial general liability insurance for the Housing Mutuals and Golden Rain Foundation (GRF) is with Philadelphia Insurance Companies, insuring against liability arising out of the ownership and use of common areas.

Policy amount: \$1,000,000 per occurrence
\$2,000,000 aggregate

Deductible: None for bodily injury claims

There is also an Umbrella Liability policy with Great American and AXA XL Insurance Company.

Policy amount: \$25,000,000 per occurrence

Deductible: Excess over General Liability insurance policy

CRIME/FIDELITY INSURANCE

Third Mutual has a crime/fidelity policy with Hartford and Great American Insurance Companies.

Policy limits: \$31,500,000 Employee Theft, Computer & Fund Transfer Fraud

Deductible: \$50,000

EARTHQUAKE INSURANCE (Renewed on 6-1-23)

Third Laguna Hills Mutual has a Difference in Conditions insurance policy with Princeton Excess & Surplus Lines Insurance Company for earthquake insurance on residential and common area buildings.

Policy limit: \$10,000,000

Deductible for earthquake: 5% of the building value, \$100,000 minimum

GRF has a Difference in Conditions insurance policy with Arrowhead General Insurance Company including earthquake and flood for GRF facilities such as clubhouses, streets and the cable system.

Policy limit: \$15,000,000

Deductible: \$25,000 per occurrence except earthquake and flood

Deductible for flood: \$50,000

Deductible for earthquake: 5% of the building value, \$50,000 minimum

This summary of the Association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

The total amount of insurance was discussed with the insurance broker and the Board followed their guidance.

For questions regarding proof of insurance coverage have your escrow company or trust contact:

AJ Gallagher Insurance Services (Property, Crime and Earthquake): Email: Southwest.InterimCerts.GGBUS@ajg.com
(All requests for certificates must be sent via email and cannot be fulfilled over the phone. Standard turnaround time for issuance is within 24 hours and any request that is indicated as a "Rush" in the subject line is fulfilled same day if received by 12:00 p.m. PST. Requests should have "Third Laguna Hills Mutual" in the subject line)

If you have questions about the Mutual's insurance policies, please call Risk Management 949-597-4202

The following insurance information should be discussed with your personal insurance agent.

THIRD LAGUNA HILLS MUTUAL INSURANCE DISCLOSURE AND POLICY SUMMARY

THE INSURANCE CARRIED BY THIRD MUTUAL AND GRF DOES NOT COVER YOUR PERSONAL LIABILITY OR ITEMS THAT ARE YOUR PERSONAL RESPONSIBILITY such as improvements, alterations and additions, personal property, or loss of use. The Mutual's property insurance only covers the Unit as originally built. **OWNERS SHOULD PURCHASE a "CONDOMINIUM OWNERS" (HO-6) INSURANCE POLICY** to protect against unexpected expense in the event a loss occurs. **This is also a requirement for many lenders. Please advise tenants/lessees that they should purchase "renters" insurance** for their personal liability, personal property, and loss of use.

SOME* ITEMS YOU SHOULD CONSIDER WHEN REVIEWING YOUR OWN PERSONAL INSURANCE:

- ◆ **Owners are responsible for damage to the interior of their Unit (property for their exclusive use) as well as improvements, alterations and additions** (CC&Rs Article XIII, Section 3). This includes carpet and floor coverings, paint, wall, and window coverings, cabinets, appliances, water heater, air conditioning, kitchen, bathroom, and lighting fixtures, and other property inside your manor (CC&Rs Article I, Section 40). **Repair of damage to such items, including personal property, from a loss such as a plumbing failure in your manor or an adjacent manor, is the responsibility of the individual owner or tenant.** If the repair estimate exceeds the deductible on the Mutual's property policy, which is currently \$100,000, a claim will be submitted to the Mutual's insurer which will include the cost to repair the "standard interior" (as originally built). The Mutual's property insurer does not accept claims for damage to improvements, alterations, additions, personal property, etc.
- ◆ **Owners are responsible for damage to Mutual-controlled property** caused by the Owners' misuse or neglect, by additions or alterations, or by guests or lessees. If the damage is your responsibility, Third Mutual can charge you for the repairs (CC&Rs Article IV, Section 3). If the repair costs exceed the deductible on the Mutual's insurance, currently \$100,000, a claim will be submitted to the Mutual's property insurer. In such cases, both the Mutual and its property insurer reserve the right to charge the Owner to recover the costs, including the Mutual's deductible. Your own insurance may help cover your obligations, although some homeowner's insurance companies will not cover the Mutual's deductible. Consult with your agent about your insurer's practices and increasing your policy limits accordingly.
- ◆ **Personal Property/Contents insurance** for items such as appliances, furniture, clothing, household goods and for special property like jewelry, coins, artwork, antiques, furs, silver, and collectibles.
- ◆ **Personal Liability insurance** for your actions and responsibilities both inside and outside your manor. Everyone should have liability insurance to protect their equity and retirement savings.
- ◆ **Loss of Use or Additional Living Expense insurance** if your manor/building is damaged and cannot be lived in until repaired, in accordance with the Davis-Stirling Act Civil Code §4775(b), members, residents and lessees are responsible for paying to live elsewhere while work is done. Monthly assessments must still be paid during this time.
- ◆ **Loss assessment insurance** to protect against a special assessment from the Mutual for damage. While there has not yet been this type of assessment in Laguna Woods Village, we are required to tell you that this is a possibility. (Show your agent/broker the limits listed in this disclosure.)
- ◆ **Earthquake and/or Flood insurance** for the interior of your Unit, additions, alterations, personal property, and loss of use.
- ◆ **Earthquake Loss Assessment insurance** to protect against a special assessment from the Mutual for damage caused by an earthquake.
- ◆ **Automobile insurance** on your car, truck, van, motorcycle, or motor home.
- ◆ **Liability and Physical Damage insurance** for your golf cart.

Please report building damage to:

Resident Services (Monday-Friday, 8:00 AM to 5:00 PM)
Resident Services e-mail address:

phone: (949) 597-4600
residentservices@vmsinc.org

After business hours, or to report personal injury, please call:

Security Dispatch: phone: (949) 580-1400

In an emergency: CALL 911

*The above list is not exhaustive. Please discuss insurance questions with your agent or broker.

THIRD LAGUNA HILLS MUTUAL INSURANCE DISCLOSURE AND POLICY SUMMARY

PROPERTY INSURANCE - Continued

Primary \$10,000,000

Lloyd's of London, Limit: \$6,714,286
National Fire & Marine Ins. Co., Limit: \$1,000,000

Primary \$35,000,000

National Fire & Marine Ins. Co., Limit: \$4,500,000
Everest, Limit: \$3,500,000

\$25,000,000 Excess of \$10,000,000

Evanston Ins. Co., Limit: \$5,000,000
Ironshore Specialty, Limit: \$2,500,000
Lloyd's of London, Limit: \$2,285,714
Lloyd's of London, Limit: \$1,000,000
General Star Indemnity Company, Limit: \$2,500,000
Lloyd's of London, Limit: \$1,250,000
Lloyd's of London, Limit: \$4,750,000

\$30,000,000 Excess of \$35,000,000

Westchester Surplus Lines Ins. Co., Limit: \$5,000,000
Aspen Specialty Ins. Co., Limit: \$2,500,000
Kinsale Ins. Co., Limit: \$2,000,000
Endurance American Specialty Ins. Co., Limit: \$2,500,000
Princeton Excess & Surplus Lines Ins. Co., Limit: \$7,500,000
Starr Surplus Lines Ins. Co, Limit: \$10,500,000

\$35,000,000 Excess of \$65,000,000

Lloyd's of London, Limit: \$1,750,000
North American Capacity, Limit: \$4,000,000
Starr Surplus Lines Ins. Co., Limit: \$11,750,000
Lloyd's of London, Limit: \$5,775,000
Kinsale Ins. Co., Limit: \$3,000,000
Lloyd's of London, Limit: \$1,000,000
Sutton Specialty Ins. Co., Limit: \$2,000,000
Crum & Forster Specialty Ins. Co., Limit: \$2,000,000
Lloyd's of London, Limit: \$2,625,000

\$25,000,000 Excess of \$100,000,000

PartnerRe Insurance Solutions Bermuda Ltd., Limit: \$25,000,000

\$20,000,000 Excess of \$125,000,000

Starr Surplus Lines Ins. Co., Limit: \$2,500,000

\$20,000,000 Excess of \$145,000,000

Evanston Ins. Co., Limit: \$2,500,000

\$20,000,000 Excess of \$165,000,000

Kinsale Ins. Co., Limit: \$2,500,000

\$60,000,000 Excess of \$125,000,000

Lloyd's of London, Limit: \$2,100,000
Lloyd's of London, Limit: \$1,500,000

\$40,000,000 Excess of \$185,000,000

Starr Surplus Lines Ins. Co., Limit: \$7,400,000

\$100,000,000 Excess of \$125,000,000

Princeton Excess & Surplus Lines Ins. Co., Limit: \$35,000,000
QBE Specialty Ins. Co., Limit: \$2312500
Princeton E&S, Limit: \$2312500
General Security Indemnity Co. of AZ, Limit: \$2,312,500
Steadfast Ins. Co., Limit: \$937,500
Tranverse Specialty, Limit: \$2,312,500
Accredited Specialty, Limit: \$2,312,500
Ironshore, Limit: \$7,500,000
Axis Surplus Ins. Co., Limit: \$5,000,000
Lloyd's of London, Limit: \$3,000,000
Lloyd's of London, Limit: \$8,000,000
Landmark American, Limit: \$10,500,000

\$30,000,000 Excess of \$225,000,000

Homeland, Limit: \$15,000,000
Landmark, Limit: \$11,000,000
Starr Surplus Lines Ins. Co., Limit: \$4,000,000



Charges for Documents Provided as Required by Section 4525*

Property address _____

Property owner _____

Owner mailing address (if different from above) _____

Provider of the Section 4525 items

Print name _____

Position or title _____

Association or agent _____

Date form completed _____

Please complete applicable column(s) below:

Document	Civil Code Section	Included	Not Available (N/A) or Not Applicable (N/App)
Articles of incorporation or statement that not incorporated	Section 4525(a)(1)	Included	
CC&Rs	Section 4525(a)(1)	Included	
Bylaws	Section 4525(a)(1)	Included	
Operating rules	Section 4525(a)(1)	Included	
Age restrictions, if any	Section 4525(a)(2)	Included	
Rental restrictions, if any	Section 4525(a)(9)	Included	
Pro forma operating budget or summary, including reserve study	Sections 5300 and 4525(a)(3)	Included	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	Included	
Financial statement review	Sections 5305 and 4525(a)(3)	Included	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	Included	

Document	Civil Code Section	Included	Not Available(N/A) or Not Applicable (N/App)
Insurance summary	Sections 5300 and 4525(a)(3)	Included	
Regular assessment	Section 4525(a)(4)	Included	
Special assessment	Section 4525(a)(4)		N/App
Emergency assessment	Section 4525(a)(4)		N/App
Other unpaid obligations of seller	Sections 5675 and 4525(a)(4)	Included	
Approved changes to assessments	Section 5300 and 4525(a)(4), (8)	Included	
Settlement notice regarding common area defects	Sections 4525(a)(6),(7) and 6100		N/App
Preliminary list of defects	Sections 4525(a)(6), 6000 and 6100		N/App
Notice(s) of violation	Sections 5855 and 4525(a)(5)	Included	
Required statement of fees	Section 4525	Included	
Most recent 12 months of minutes	Section 4525(a)(10)	Included	

Total fees for these documents: \$200

*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately.

Note:

1. Additional documents and fees may be applicable during the purchase or transfer, such as first and final inspections (\$60 and \$55, respectively), administration fee to transfer all membership information (\$400) and the facilities fee (\$7,500). Notation of these fees in this form is being provided as an additional notice to the prospective buyer.
2. Many of the documents noted on the statutory form above can be found free of charge at lagunawoodsvillage.com.



NOTICE TO MEMBERS

FHA Approval Status Statement

Civil Code §5300(b)(10)

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development [is / is not (circle one)] certified by the Federal Housing Administration.

VA Approval Status Statement

Civil Code §5300(b)(11)

Certification by the Federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development [is / is not (circle one)] certified by the federal Department of Veterans Affairs.



ANNUAL BUDGET REPORT ASSESSMENT DEFINITIONS

RESOLUTION 90-16-52

WHEREAS, the Board determines assessments in an amount meeting operational and reserve expenditures; and

WHEREAS, expenditures from the funds are authorized by the Board through the annual business plan or supplemental appropriations;

NOW THEREFORE BE IT RESOLVED, the Board hereby adopts the following definitions to define the purpose and use of each of the restricted funds:

Operating Fund – The Operating Fund accounts for all revenues and expenditures related to the services and operations of the Golden Rain Foundation, including but not limited to security, transportation, broadband services, recreation services, administration, insurance and taxes, utilities, and professional services.

Equipment Reserve Fund – The Equipment Reserve Fund is used for the purchase of new and replacement equipment, including but not limited to vehicles, machinery, office equipment, and furniture. This fund receives monies through assessments, interest earnings, and a transfer of operating surplus if directed by the Board. Balances are used to fund the 30-year reserves plan.

Facilities Reserve Fund – The Facilities Reserve Fund is used for the acquisition, addition, replacement or improvement of Foundation and Trust facilities and their components. This fund receives monies through assessments, interest earnings, and a transfer of operating surplus if directed by the Board. Balances are used to fund the 30-year reserves plan.

Trust Facilities Fee Fund – The Trust Facilities Fee Fund was established in 2012 to maintain and improve the recreational and other amenities available to all residents of Laguna Woods Village. A fee, allowed under Civil Code §4580, is imposed on all transactions involving the purchase of a separate interest in any of the Community's common interest developments (United Mutual, Third Mutual, and Mutual Fifty). The Trust Facilities Fee is a fixed amount, as determined from time to time by the Trustee of the Golden Rain Foundation Trust. This fund receives monies through the aforementioned fee and interest earnings. Although this is not a required fund, the Board shall determine the appropriate allocation to meet reserve expenditures.

Contingency Fund – The Contingency Fund provides for unanticipated expenditures not otherwise identified in the operating budget or reserves plan and provides funding for uninsured damages to property. This fund receives monies through assessments, interest earnings, and a transfer of operating surplus if directed by the Board.

Trust Improvement Fund – Established in 1974, this fund was established in the Trust to provide funding for improvement to certain existing community facilities. Contributions to this fund were discontinued in 1985 and improvements to GRF and Trust assets are funded through the funds mentioned above.



2024 BUSINESS PLAN - BY ACCOUNT

DESCRIPTION	2020 ACTUAL*	2021 ACTUAL*	2022 ACTUAL	2023 PLAN	2024 PLAN	ASSESSMENT		
						Per Manor Per Month		
						2023	2024	Change
Revenues:								
Golf Greens Fees	\$1,241,594	\$1,656,161	\$1,777,020	\$1,744,500	\$1,814,600	\$11.41	\$11.87	(\$0.46)
Golf Operations	273,504	318,827	363,750	379,300	377,400	2.48	2.47	0.01
Merchandise Sales	269,630	522,651	618,929	609,006	643,147	3.98	4.21	(0.23)
Clubhouse Rentals and Event Fees	123,440	113,331	565,790	653,971	695,493	4.28	4.55	(0.27)
Rentals	142,958	140,779	144,674	197,500	198,064	1.29	1.30	(0.01)
Broadband Services	5,186,355	5,038,208	5,277,634	5,554,800	6,423,300	36.35	42.03	(5.68)
Miscellaneous	655,785	659,087	1,021,743	1,217,629	1,171,790	7.97	7.67	0.30
Total Revenue	\$7,893,266	\$8,449,044	\$9,769,540	\$10,356,706	\$11,323,794	\$67.76	\$74.10	(\$6.34)
Expenses:								
Employee Compensation	\$16,656,527	\$17,060,816	\$18,221,733	\$20,123,612	\$20,108,764	\$131.67	\$131.58	(\$0.09)
Exp. Related to Compensation	4,913,404	5,058,750	5,405,108	6,331,723	5,965,952	41.43	39.05	(2.38)
Materials and Supplies	1,564,387	1,570,108	2,189,516	1,801,729	2,048,209	11.79	13.40	1.61
Cost of Merchandise Sold	192,232	431,568	477,382	440,638	467,066	2.88	3.06	0.18
Community Events	125,189	45,229	408,472	410,910	432,956	2.69	2.83	0.14
Electricity	705,598	881,645	1,161,822	918,102	1,015,216	6.01	6.64	0.63
Sewer	67,047	75,868	94,167	126,163	125,568	0.82	0.82	0.00
Water	645,378	762,448	783,105	723,350	709,660	4.73	4.64	(0.09)
Trash	191,847	128,609	86,161	148,815	139,544	0.97	0.91	(0.06)
Natural Gas	164,840	237,215	397,074	334,415	405,425	2.19	2.65	0.46
Telephone	316,676	308,599	281,881	342,957	303,338	2.24	1.98	(0.26)
Fuel & Oil for Vehicles	370,940	489,252	723,392	628,490	627,894	4.11	4.11	0.00
Legal Fees	336,669	737,723	92,364	245,850	248,350	1.61	1.62	0.01
Professional Fees	571,281	416,867	629,637	829,009	759,457	5.42	4.97	(0.45)
Rentals	200,704	258,816	272,854	289,655	328,042	1.90	2.15	0.25
Outside Services	2,252,750	2,829,913	2,886,946	2,900,604	3,216,787	18.98	21.05	2.07
Repairs and Maintenance	954,116	886,507	1,192,186	999,673	1,045,997	6.54	6.84	0.30
Other Operating Expense	443,005	647,885	734,620	938,280	1,036,567	6.14	6.78	0.64
Income, Property, and Sales Tax	718,919	(505,305)	35,300	35,991	37,892	0.24	0.25	0.01
Insurance	2,008,550	2,658,323	2,783,674	2,987,766	3,277,996	19.55	21.45	1.90
Cable TV Programming	3,792,055	3,966,508	4,196,413	4,415,500	5,143,360	28.89	33.65	4.76
Uncollectible Accounts	1,416	12,184	4,144	12,100	13,000	0.08	0.09	0.01
(Gain)/Loss on Sale or Trade	(56,922)	(180,899)	17,743	0	(810)	0.00	(0.01)	(0.01)
Cost Allocations	(2,900,667)	(2,775,314)	(2,988,482)	(2,875,047)	(3,087,099)	(18.81)	(20.19)	(1.38)
Total Expense	\$34,235,941	\$36,003,315	\$40,087,212	\$43,110,285	\$44,369,131	\$282.07	\$290.32	\$8.25
(Surplus)/Deficit Recovery	\$0	\$0	\$0	(\$1,528,320)	(\$764,160)	(\$10.00)	(\$5.00)	\$5.00
Net Operating	\$26,342,675	\$27,554,271	\$30,317,672	\$31,225,259	\$32,281,177	\$204.31	\$211.22	\$6.91
Fund Contributions:								
Reserve Funds	\$2,903,808	\$2,903,808	\$2,598,144	\$2,598,144	\$2,598,144	\$17.00	\$17.00	\$0.00
Contingency Fund	764,160	0	764,160	0	0	0.00	0.00	0.00
Total Fund Contribution	\$3,667,968	\$2,903,808	\$3,362,304	\$2,598,144	\$2,598,144	\$17.00	\$17.00	\$0.00
TOTAL BASIC ASSESSMENT	\$30,010,643	\$30,458,079	\$33,679,976	\$33,823,403	\$34,879,321	\$221.31	\$228.22	\$6.91

*2020 and 2021 actuals were affected by COVID-19 Pandemic.



2024 RESERVES PLAN

Summary & Disclosures

California Civil Code §5300 requires that homeowner associations maintain a reserve study, a plan by which the mutual anticipates and prepares for inevitable future expenses of major components. Ideally, all such expenditures to repair, replace or restore will be covered by those funds set aside each year and accounted for separately as reserves. A summary of the reserves plan prepared by Association Reserves™ is included herein.

The study identifies estimated current replacement costs at nearly \$107 million. The fully funded balance (based on the formula defined in Civil Code §5570(b)(4)) is \$53 million as of January 1, 2024. Projected reserve fund balances are estimated to be \$35.2 million, or 66.4% funded. These figures shall not be construed as a basis to require the board to fund reserves in accordance with this calculation.

The reserves receive monies through assessments and through interest earned on invested fund balances. Additionally, the reserve funds receive periodic transfers, approved by the GRF Board of Directors, from the Trust Facilities Fee Fund. This revenue is derived through a fee charged at the close of each escrow, where applicable, per Resolution 90-21-38, currently set at \$7,500. In 2024, the monthly assessment for GRF reserves is set at \$17 per manor per month.

Contact the Financial Services Department at 949-597-4201 or visit the community website at www.lagunawoodsvillage.com to obtain the full reserves study.

GRF has no outstanding loans.

Assessment and Reserve Funding Disclosure Summary

Golden Rain Foundation of Laguna Woods - Laguna Woods

For Fiscal Year Beginning: 1/1/2024

of units: 12736

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$8,700,000.00	\$683.10
Total Assessment Income:	\$34,879,321.00	\$2,738.64

per: Year

- 2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **Yes**
- 4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	1/1/2024
Fully Funded Balance (based on formula defined in 5570(b)4):	\$52,952,911
Projected Reserve Fund Balance:	\$35,235,830
Percent Funded:	66.5 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$1,391

From the 8/30/2023 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Sean Andersen

Date: 10/12/2023

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.



Contracted Reserve Study Dated August 30, 2023
Combination of Equipment and Facilities

Year	Starting Reserve Balance	Fully Funded Balance	Avg. Percent Funded		Special Assmt Risk	Reserve Funding	Interest Income	Reserve Expenses	Ending Balance
2024	\$35,235,830	\$52,952,911	67%		Medium	\$8,700,000	\$813,994	\$14,794,900	\$29,954,924
2025	\$29,954,924	\$54,531,437	55%		Medium	\$9,280,287	\$751,814	\$9,731,028	\$30,255,997
2026	\$30,255,998	\$59,462,923	51%		Medium	\$9,900,574	\$679,767	\$16,651,462	\$24,184,877
2027	\$24,184,877	\$56,721,135	43%		Medium	\$10,563,706	\$568,617	\$13,962,975	\$21,354,225
2028	\$21,354,225	\$54,886,833	39%		Medium	\$10,999,695	\$482,500	\$15,548,454	\$17,287,966
2029	\$17,287,966	\$50,436,369	34%		Medium	\$11,456,049	\$494,885	\$6,892,754	\$22,346,146
2030	\$22,346,147	\$54,960,222	41%		Medium	\$11,714,148	\$590,971	\$9,668,062	\$24,983,204
2031	\$24,983,203	\$57,145,704	44%		Medium	\$11,978,147	\$655,957	\$10,066,518	\$27,550,789
2032	\$27,550,790	\$59,301,184	46%		Medium	\$12,248,185	\$743,605	\$8,539,931	\$32,002,649
2033	\$32,002,649	\$63,418,001	50%		Medium	\$12,524,399	\$767,150	\$15,857,756	\$29,436,442
2034	\$29,436,441	\$60,454,981	49%		Medium	\$12,806,935	\$765,832	\$11,112,172	\$31,897,036
2035	\$31,897,036	\$62,635,058	51%		Medium	\$13,095,939	\$815,195	\$12,418,308	\$33,389,862
2036	\$33,389,862	\$63,889,578	52%		Medium	\$13,391,562	\$811,010	\$16,030,543	\$31,561,891
2037	\$31,561,891	\$61,826,120	51%		Medium	\$13,693,956	\$868,091	\$8,162,551	\$37,961,387
2038	\$37,961,388	\$68,180,730	56%		Medium	\$13,958,748	\$933,957	\$16,017,266	\$36,836,827
2039	\$36,836,826	\$67,022,840	55%		Medium	\$14,127,271	\$952,115	\$12,500,586	\$39,415,626
2040	\$39,415,626	\$69,851,228	56%		Medium	\$14,300,091	\$1,027,168	\$11,895,208	\$42,847,677
2041	\$42,847,678	\$73,798,807	58%		Medium	\$14,477,318	\$1,083,693	\$14,466,135	\$43,942,554
2042	\$43,942,554	\$75,476,447	58%		Medium	\$14,659,065	\$1,157,452	\$11,004,272	\$48,754,799
2043	\$48,754,799	\$81,350,681	60%		Medium	\$14,845,446	\$1,246,762	\$13,751,783	\$51,095,224
2044	\$51,095,223	\$85,003,581	60%		Medium	\$15,036,580	\$1,283,422	\$15,724,456	\$51,690,769
2045	\$51,690,769	\$87,195,518	59%		Medium	\$15,232,588	\$1,274,225	\$17,838,830	\$50,358,752
2046	\$50,358,753	\$87,750,548	57%		Medium	\$15,433,594	\$1,213,554	\$20,174,174	\$46,831,727
2047	\$46,831,728	\$86,406,219	54%		Medium	\$15,639,726	\$1,144,550	\$18,783,609	\$44,832,395
2048	\$44,832,393	\$86,957,920	52%		Medium	\$15,851,114	\$1,080,315	\$20,076,484	\$41,687,338
2049	\$41,687,338	\$86,713,708	48%		Medium	\$16,214,892	\$1,101,774	\$12,453,059	\$46,550,945
2050	\$46,550,946	\$94,849,074	49%		Medium	\$16,587,138	\$1,161,377	\$17,838,676	\$46,460,785
2051	\$46,460,785	\$98,232,132	47%		Medium	\$16,968,052	\$1,107,174	\$22,326,065	\$42,209,946
2052	\$42,209,946	\$97,662,015	43%		Medium	\$17,357,838	\$1,101,872	\$14,633,471	\$46,036,185
2053	\$46,036,184	\$105,582,529	44%		Medium	\$17,756,706	\$1,145,151	\$19,261,977	\$45,676,064



30-Year Reserve Plan Summary (Alternate Funding Plan) Equipment

Report # 43604-1
No-Site-Visit

Fiscal Year Start: 2024

Interest:

2.50 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded		Special Assmt Risk	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2024	\$10,420,652	\$15,133,662	68.9 %		Medium	\$3,977,000	\$0	\$277,428	\$2,877,200
2025	\$11,797,880	\$15,910,240	74.2 %		Low	\$4,295,160	\$0	\$322,504	\$2,384,862
2026	\$14,030,683	\$19,192,362	73.1 %		Low	\$4,638,773	\$0	\$328,218	\$6,742,179
2027	\$12,255,495	\$18,242,748	67.2 %		Medium	\$5,009,875	\$0	\$305,444	\$5,364,088
2028	\$12,206,726	\$18,798,818	64.9 %		Medium	\$5,137,626	\$0	\$307,787	\$5,209,024
2029	\$12,443,116	\$19,494,426	63.8 %		Medium	\$5,268,636	\$0	\$327,182	\$4,278,881
2030	\$13,760,053	\$21,228,781	64.8 %		Medium	\$5,402,986	\$0	\$352,106	\$5,075,916
2031	\$14,439,229	\$22,442,095	64.3 %		Medium	\$5,540,762	\$0	\$367,118	\$5,384,757
2032	\$14,962,352	\$23,547,842	63.5 %		Medium	\$5,682,052	\$0	\$383,010	\$5,315,494
2033	\$15,711,920	\$24,937,465	63.0 %		Medium	\$5,826,944	\$0	\$372,179	\$7,816,113
2034	\$14,094,929	\$23,977,884	58.8 %		Medium	\$5,975,531	\$0	\$353,239	\$6,228,649
2035	\$14,195,050	\$24,814,890	57.2 %		Medium	\$6,127,907	\$0	\$332,022	\$8,259,239
2036	\$12,395,740	\$23,781,494	52.1 %		Medium	\$6,284,169	\$0	\$306,606	\$6,826,971
2037	\$12,159,543	\$24,394,207	49.8 %		Medium	\$6,444,415	\$0	\$325,309	\$5,035,602
2038	\$13,893,666	\$27,078,343	51.3 %		Medium	\$6,608,748	\$0	\$350,626	\$6,665,983
2039	\$14,187,056	\$28,377,881	50.0 %		Medium	\$6,777,271	\$0	\$334,507	\$8,696,107
2040	\$12,602,727	\$27,845,971	45.3 %		Medium	\$6,950,091	\$0	\$314,087	\$7,315,215
2041	\$12,551,690	\$28,947,636	43.4 %		Medium	\$7,127,318	\$0	\$311,073	\$7,628,718
2042	\$12,361,363	\$29,830,037	41.4 %		Medium	\$7,309,065	\$0	\$329,834	\$5,946,088
2043	\$14,054,174	\$32,857,798	42.8 %		Medium	\$7,495,446	\$0	\$345,329	\$8,292,593
2044	\$13,602,356	\$33,791,257	40.3 %		Medium	\$7,686,580	\$0	\$332,390	\$8,603,411
2045	\$13,017,915	\$34,687,251	37.5 %		Medium	\$7,882,588	\$0	\$327,452	\$8,021,032
2046	\$13,206,923	\$36,472,288	36.2 %		Medium	\$8,083,594	\$0	\$309,293	\$10,036,262
2047	\$11,563,548	\$36,505,371	31.7 %		Medium	\$8,289,726	\$0	\$224,606	\$13,653,271
2048	\$6,424,608	\$33,092,216	19.4 %		High	\$8,501,114	\$0	\$135,919	\$10,600,818
2049	\$4,460,823	\$33,007,329	13.5 %		High	\$8,717,892	\$0	\$129,783	\$7,375,333
2050	\$5,933,165	\$36,537,382	16.2 %		High	\$8,940,198	\$0	\$142,384	\$9,545,720
2051	\$5,470,028	\$38,241,929	14.3 %		High	\$9,168,173	\$0	\$104,631	\$11,833,251
2052	\$2,909,581	\$37,954,672	7.7 %		High	\$9,401,962	\$0	\$76,940	\$9,136,153
2053	\$3,252,329	\$40,759,421	8.0 %		High	\$9,641,712	\$0	\$70,585	\$10,564,012

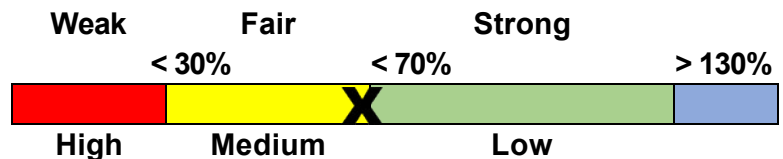
**Golden Rain Foundation of Laguna Woods - Equipment**Report #: **43604-1**

Laguna Woods, CA

of Units: 12,736

Level of Service: **Update "No-Site-Visit"****January 1, 2024 through December 31, 2024****Findings & Recommendations****as of January 1, 2024**

Projected Starting Reserve Balance	\$10,420,652
Current Full Funding Reserve Balance	\$15,133,662
Average Reserve Deficit (Surplus) Per Unit	\$370
Percent Funded	68.9 %
Recommended 2024 "Annual Full Funding Contributions"	\$4,535,000
Alternate minimum contributions to keep Reserve above \$2,900,000	\$3,977,000
Most Recent Reserve Contribution Rate	\$2,598,144
Annual Deterioration Rate	\$4,996,207

Reserve Fund Strength: 68.9%**Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves **2.50 %**Annual Inflation Rate **3.00 %**

This is an Update "No-Site-Visit", and is based on a prior Report prepared by Association Reserves. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen, PRA, RS #68.

The Association is Master Association

The Reserve Fund is between the 30% funded level and the 70% funded level at 68.9 % funded, which is a fair position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently medium. The objective of this multi-year Funding Plan is to Fully Fund Reserves and ultimately achieve a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems.

The Annual Deterioration rate for your Reserve Components is \$4,996,207.

Based on this starting point, your annual deterioration rate, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$4,535,000.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$2,900,000. This figure for your association is \$3,977,000.

To receive a copy of the full Reserve Study, contact the Association.



Budget Summary - Equipment

Report # 43604-1
No-Site-Visit

	Useful Life		2024 Rem. Useful Life		Estimated Replacement Cost in 2024	2024 Expenditures	01/01/2024 Current Fund Balance	01/01/2024 Fully Funded Balance	Remaining Bal. to be Funded	Recommended 2024 Contributions
	Min	Max	Min	Max						
Vehicles/Equip	1	30	0	26	\$18,652,150	\$1,493,000	\$6,665,030	\$9,929,753	\$11,987,120	\$1,262,090
Aquatics	6	15	0	14	\$91,700	\$41,700	\$41,700	\$45,867	\$50,000	\$9,485
Broadband Facility	1	30	0	23	\$987,000	\$450,000	\$557,843	\$632,843	\$429,157	\$380,736
Clubhouses	8	20	0	19	\$230,000	\$194,000	\$194,000	\$197,100	\$36,000	\$19,835
Computer System Equipment & Software	1	15	0	9	\$4,904,400	\$0	\$784,860	\$1,247,110	\$4,119,540	\$1,882,634
Equestrian Center	3	15	0	0	\$53,500	\$53,500	\$53,500	\$53,500	\$0	\$8,926
Fitness	6	10	0	0	\$22,700	\$22,700	\$22,700	\$22,700	\$0	\$3,041
Golf Course Equipment: Mowers	7	7	0	6	\$1,064,800	\$150,300	\$767,014	\$767,014	\$297,786	\$138,072
Golf Course Equipment : Other	6	40	0	11	\$976,650	\$82,000	\$694,964	\$721,900	\$281,686	\$78,319
Landscape & Irrigation	1	30	0	11	\$2,882,000	\$260,000	\$260,000	\$476,267	\$2,622,000	\$558,017
Miscellaneous Equipment	1	30	0	16	\$1,031,200	\$130,000	\$157,167	\$804,967	\$874,033	\$147,772
Entry Areas	8	20	3	18	\$436,000	\$0	\$221,875	\$234,642	\$214,125	\$46,073
					\$31,332,100	\$2,877,200	\$10,420,652	\$15,133,662	\$20,911,448	\$4,535,000

Percent Funded: 68.9%



30-Year Reserve Plan Summary (Alternate Funding Plan) Facilities

Report # 43604-1
No-Site-Visit

Fiscal Year Start: 2024

Interest:

2.50 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded		Special Assmt Risk	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2024	\$24,815,178	\$37,819,249	65.6 %		Medium	\$4,723,000	\$0	\$536,566	\$11,917,700
2025	\$18,157,044	\$38,621,197	47.0 %		Medium	\$4,985,127	\$0	\$429,310	\$7,346,166
2026	\$16,225,315	\$40,270,561	40.3 %		Medium	\$5,261,801	\$0	\$351,549	\$9,909,283
2027	\$11,929,382	\$38,478,387	31.0 %		Medium	\$5,553,831	\$0	\$263,173	\$8,598,887
2028	\$9,147,499	\$36,088,015	25.3 %		High	\$5,862,069	\$0	\$174,713	\$10,339,430
2029	\$4,844,850	\$30,941,943	15.7 %		High	\$6,187,413	\$0	\$167,703	\$2,613,873
2030	\$8,586,094	\$33,731,441	25.5 %		High	\$6,311,162	\$0	\$238,865	\$4,592,146
2031	\$10,543,974	\$34,703,609	30.4 %		Medium	\$6,437,385	\$0	\$288,839	\$4,681,761
2032	\$12,588,438	\$35,753,342	35.2 %		Medium	\$6,566,133	\$0	\$360,595	\$3,224,437
2033	\$16,290,729	\$38,480,536	42.3 %		Medium	\$6,697,455	\$0	\$394,971	\$8,041,643
2034	\$15,341,512	\$36,477,097	42.1 %		Medium	\$6,831,404	\$0	\$412,593	\$4,883,523
2035	\$17,701,986	\$37,820,168	46.8 %		Medium	\$6,968,032	\$0	\$483,173	\$4,159,069
2036	\$20,994,122	\$40,108,084	52.3 %		Medium	\$7,107,393	\$0	\$504,404	\$9,203,572
2037	\$19,402,348	\$37,431,913	51.8 %		Medium	\$7,249,541	\$0	\$542,782	\$3,126,949
2038	\$24,067,722	\$41,102,387	58.6 %		Medium	\$7,350,000	\$0	\$583,331	\$9,351,283
2039	\$22,649,770	\$38,644,959	58.6 %		Medium	\$7,350,000	\$0	\$617,608	\$3,804,479
2040	\$26,812,899	\$42,005,257	63.8 %		Medium	\$7,350,000	\$0	\$713,081	\$4,579,993
2041	\$30,295,988	\$44,851,171	67.5 %		Medium	\$7,350,000	\$0	\$772,620	\$6,837,417
2042	\$31,581,191	\$45,646,410	69.2 %		Medium	\$7,350,000	\$0	\$827,618	\$5,058,184
2043	\$34,700,625	\$48,492,883	71.6 %		Low	\$7,350,000	\$0	\$901,433	\$5,459,190
2044	\$37,492,867	\$51,212,324	73.2 %		Low	\$7,350,000	\$0	\$951,032	\$7,121,045
2045	\$38,672,854	\$52,508,267	73.7 %		Low	\$7,350,000	\$0	\$946,773	\$9,817,798
2046	\$37,151,830	\$51,278,260	72.5 %		Low	\$7,350,000	\$0	\$904,261	\$10,137,912
2047	\$35,268,180	\$49,900,848	70.7 %		Low	\$7,350,000	\$0	\$919,944	\$5,130,338
2048	\$38,407,785	\$53,865,704	71.3 %		Low	\$7,350,000	\$0	\$944,396	\$9,475,666
2049	\$37,226,515	\$53,706,379	69.3 %		Medium	\$7,497,000	\$0	\$971,991	\$5,077,726
2050	\$40,617,781	\$58,311,692	69.7 %		Medium	\$7,646,940	\$0	\$1,018,993	\$8,292,956
2051	\$40,990,757	\$59,990,203	68.3 %		Medium	\$7,799,879	\$0	\$1,002,543	\$10,492,814
2052	\$39,300,365	\$59,707,343	65.8 %		Medium	\$7,955,876	\$0	\$1,024,932	\$5,497,318
2053	\$42,783,855	\$64,823,108	66.0 %		Medium	\$8,114,994	\$0	\$1,074,566	\$8,697,965

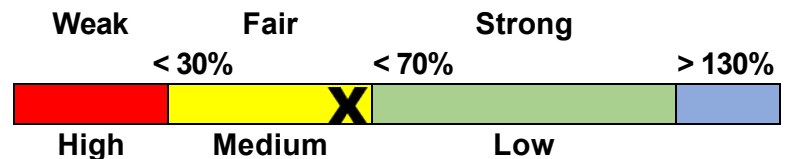
**Golden Rain Foundation of Laguna Woods - Facilities**Report #: **43604-1**

Laguna Woods, CA

of Units: 12,736

Level of Service: **Update "No-Site-Visit"****January 1, 2024 through December 31, 2024****Findings & Recommendations****as of January 1, 2024**

Projected Starting Reserve Balance	\$24,815,178
Current Full Funding Reserve Balance	\$37,819,249
Average Reserve Deficit (Surplus) Per Unit	\$1,021
Percent Funded	65.6 %
Recommended 2024 "Annual Full Funding Contributions"	\$5,600,000
Alternate minimum contributions to keep Reserve above \$4,800,000	\$4,723,000
Most Recent Reserve Contribution Rate	\$6,111,000
Annual Deterioration Rate	\$21,038,759

Reserve Fund Strength: 65.6%**Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves **2.50 %**Annual Inflation Rate **3.00 %**

This is an Update "No-Site-Visit", and is based on a prior Report prepared by Association Reserves. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen, PRA, RS #68.

The Association is a Master Association

The Reserve Fund is at 65.6 % Funded, which is a fair position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently medium. The objective of your multi-year Funding Plan is to Fully Fund Reserves and maintain a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems. Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".

The Annual Deterioration rate for your Reserve Components is \$21,038,759.

Based on this starting point, your annual deterioration rate, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is make Reserve contributions at \$5,600,000.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$4,800,000. This figure for your association is \$4,723,000.

To receive a copy of the full Reserve Study, contact the Association.



Budget Summary - Facilities

Report # 43604-1
No-Site-Visit

	Useful Life		2024 Rem. Useful Life		Estimated Replacement Cost in 2024	2024 Expenditures	01/01/2024 Current Fund Balance	01/01/2024 Fully Funded Balance	Remaining Bal. to be Funded	Recommended 2024 Contributions
	Min	Max	Min	Max						
Paving & Pavers	1	30	0	28	\$17,138,300	\$783,500	\$3,848,115	\$8,801,293	\$13,290,185	\$345,828
Roofing Projects	20	40	0	38	\$2,922,150	\$47,500	\$521,733	\$1,623,393	\$2,400,418	\$24,872
HVAC Equipment	1	20	1	17	\$2,741,550	\$0	\$607,303	\$1,099,880	\$2,134,247	\$51,747
Gatehouses	20	20	1	18	\$856,000	\$0	\$496,850	\$540,200	\$359,150	\$11,392
Library & History Center	10	30	4	14	\$423,700	\$0	\$172,790	\$230,967	\$250,910	\$7,883
Community Center	4	30	1	22	\$2,702,500	\$0	\$1,203,568	\$1,818,432	\$1,498,933	\$53,174
CH 1 Facilities	1	50	0	14	\$2,968,650	\$65,500	\$736,095	\$1,920,612	\$2,232,555	\$44,114
CH2 Facilities	1	50	1	19	\$2,730,400	\$0	\$624,862	\$1,753,479	\$2,105,538	\$51,748
CH3 Facilities	10	30	0	19	\$2,377,100	\$622,000	\$1,451,940	\$1,816,240	\$925,160	\$39,326
CH4 Facilities	1	30	1	24	\$2,087,450	\$0	\$1,035,227	\$1,286,959	\$1,052,223	\$37,181
CH5 Facilities	1	40	0	15	\$1,818,200	\$63,500	\$1,099,389	\$1,358,671	\$718,811	\$31,954
CH6 Facilities	1	30	1	18	\$836,800	\$0	\$102,748	\$477,906	\$734,052	\$14,343
CH7 Facilities	1	40	0	19	\$1,118,600	\$161,700	\$443,865	\$718,462	\$674,735	\$55,417
CH7 Tennis Center	4	40	1	19	\$343,950	\$0	\$97,450	\$199,243	\$246,500	\$6,595
Village Green - Golf Building	3	30	0	19	\$1,526,550	\$57,000	\$290,249	\$784,075	\$1,236,301	\$22,011
Village Green Golf Courses	3	30	2	21	\$3,699,650	\$0	\$1,412,183	\$1,805,443	\$2,287,467	\$63,101
Village Green Pickleball Courts	6	30	3	27	\$118,050	\$0	\$23,525	\$33,163	\$94,525	\$2,319
Equestrian Center	1	40	1	24	\$599,500	\$0	\$69,985	\$166,173	\$529,515	\$15,598
Garden Center 1	10	30	0	19	\$113,450	\$50,000	\$50,000	\$70,382	\$63,450	\$2,187
Garden Center 2	5	30	2	27	\$120,800	\$0	\$9,600	\$27,502	\$111,200	\$2,201
Maintenance Buildings	2	30	1	25	\$554,650	\$0	\$169,601	\$324,536	\$385,049	\$10,976
Lighting & Electrical Projects	5	25	1	19	\$368,000	\$0	\$86,650	\$192,335	\$281,350	\$8,494
Other GRF Facilities	1	10	0	10	\$25,075,000	\$9,125,000	\$9,125,000	\$9,125,000	\$15,950,000	\$4,518,660
Walls, Fencing, Railings & Gates	1	35	1	29	\$1,178,650	\$0	\$153,000	\$540,180	\$1,025,650	\$35,194
Grounds & Miscellaneous	1	20	0	14	\$1,282,000	\$942,000	\$983,450	\$1,104,725	\$298,550	\$143,684
					\$75,701,650	\$11,917,700	\$24,815,178	\$37,819,249	\$50,886,472	\$5,600,000

Percent Funded: 65.6%



ANNUAL POLICY STATEMENT

OFFICIAL ASSOCIATION CONTACT

Your board of directors is required by California Civil Code §4035 to provide members with the name and address of the person designated to receive official communications to the association. Communications can be sent by email, fax or other electronic means or by personal delivery to:

Catherine Laster
Community Center
24351 El Toro Road
Laguna Woods, CA 92637
GeneralManager@vmsinc.org
949-587-1915 (fax)

or

Addressed to a director by name at the address listed above

SECONDARY ADDRESS

Your board of directors is required by California Civil Code §4040(b) to notify members of the right to submit secondary addresses to the association for the purpose of receiving notices. Upon receipt of a written request by an owner identifying a secondary address, the association must send additional copies of any notices required by Section 4040(b) of the California Civil Code to the secondary address, commencing upon the date that the written request was received.

The owner's request must be in writing and must be mailed to the association in a manner that establishes whether the association has received it, such as certified or registered mail.

If you have questions regarding the above information, please contact the Community Services Manager during regular business hours at 949-268-2337.

P. O. BOX 2220 LAGUNA HILLS, CALIFORNIA 92654-2220

GENERAL NOTICE LOCATIONS

Pursuant to §4045(a)(3), the following locations are hereby designated for the purpose of meeting general notice posting requirements by Board Resolution 03-13-109:

Community website at www.lagunawoodsvillage.com
Residents > Third Laguna Hills Mutual > Documents

INDIVIDUAL DELIVERY

Pursuant to §4045(b), notice must be given of a member's option to receive general notices by individual delivery. Notices shall be delivered by one of the following methods:

- (1) First-class mail, postage prepaid, registered or certified mail, express mail or overnight delivery by an express service carrier.
- (2) Email, fax or other electronic means, if the recipient has consented in writing to that method of delivery.

BOARD MINUTES

Pursuant to §4950(a), minutes of any open meeting of the board are available to members within 30 days of the meeting. The minutes, proposed minutes or summary minutes may be obtained at 24351 El Toro Road, Laguna Woods, CA 92637 by contacting the Corporate Secretary at 949-268-2295. In addition, the minutes, proposed minutes or summary will be distributed to any member of the association upon request and upon reimbursement of the association's costs for making that distribution.

OVERNIGHT PAYMENT MAILING ADDRESS

Pursuant to §5655(c), the following mailing address is provided for overnight payment of assessments:

Third Laguna Hills Mutual
Attn: Assessment Payments
24351 El Toro Road
Laguna Woods, CA 92637

P. O. BOX 2220 LAGUNA HILLS, CALIFORNIA 92654-2220



MEMBER DISCIPLINARY PROCESS

The following notice is provided pursuant to Civil Code Section §5310 and §5850.

Resolution 03-04-12, adopted July 20, 2004, by the Third Laguna Hills Mutual (Third) board of directors (board), established a member discipline process for the purposes of holding disciplinary hearings in a timely manner and ensuring progressive discipline. The board of directors is obligated to evaluate and impose, if appropriate, member discipline under its bylaws and Civil Code §5855.

Each member of Third is obligated to comply with the rules, terms and conditions as set forth in the governing documents. Following is the disciplinary process adopted by the board of directors when violations occur:

- Upon notice of alleged violation, staff investigates and files an incident report (IR) and/or notice of clutter violation (NOV).
- By way of the initial investigation, should staff identify objective evidence of a violation by a member or their guests, staff will send a letter to the offending party describing the allegation(s) and the disciplinary action that may ensue if not corrected. Depending on the seriousness of the matter, the board has the authority to schedule a disciplinary hearing as reasonably possible.
- Staff will monitor the situation, and if compliance with the request is not evident, an additional IR and/or NOV is filed, and a letter is sent to the offending party advising that a disciplinary hearing may be scheduled with the board of directors to determine if member discipline is merited. If the alleged violation has been resolved, no further action is required.
- If a disciplinary hearing is merited, staff will proceed with noticing the member for a hearing. Hearings are noticed based on Section 4.5, Discipline or Suspension, of the bylaws.
- During a member disciplinary hearing, the member has the right to meet before the board of directors in executive session. If the board finds the member to be in violation with the mutual's governing documents, the board may impose a fine based on the monetary fee schedule, suspend member privileges and/or consider legal action.

Violations include but are not limited to abandoned/inoperable vehicles, unauthorized alterations, alteration maintenance, animal nuisance, balcony clutter, breezeway clutter, carport clutter; common area clutter, interior clutter, patio clutter, unauthorized occupancy, unauthorized caregiver occupancy, landscape maintenance, nuisance, harassment, smoking

nuisance, excessive traffic citations, real estate signage, and nonpayment (assessments, chargeable services, monetary penalties, traffic citations, etc.).

The member disciplinary process is coordinated by the Compliance Division. Register a complaint by calling the Department of Security Services at 949-580-1400 or the Compliance Division at 949-268-CALL, or by emailing compliance@vmsinc.org.



MEMBER DISCIPLINARY PROCESS

The following notice is provided pursuant to Civil Code Section §5310 and §5850.

Resolution 90-23-53, adopted October 3, 2023, by the Golden Rain Foundation (GRF) board of directors (board), established a member discipline process for the purposes of holding disciplinary hearings in a timely manner and ensuring progressive discipline. The board of directors is obligated to evaluate and impose, if appropriate, member discipline under its bylaws and Civil Code §5855.

Each member of GRF is obligated to comply with the rules, terms and conditions as set forth in the governing documents. Following is the disciplinary process adopted by the board of directors when violations occur:

- Upon notice of alleged violation, staff investigates and files an incident report (IR) and/or notice of clutter violation (NOV).
- By way of the initial investigation, should staff identify objective evidence of a violation by a member or their guests, staff will send a letter to the offending party describing the allegation(s) and the disciplinary action that may ensue if not corrected. Depending on the seriousness of the matter, the board has the authority to schedule a disciplinary hearing as reasonably possible.
- Staff will monitor the situation, and if compliance with the request is not evident, an additional IR and/or NOV is filed, and a letter is sent to the offending party advising that a disciplinary hearing may be scheduled with the board of directors to determine if member discipline is merited. If the alleged violation has been resolved, no further action is required.
- If a disciplinary hearing is merited, staff will proceed with noticing the member for a hearing. Hearings are noticed based on GRF bylaws, Section 4.5, Discipline or Suspension.
- During a member disciplinary hearing the member has the right to meet before the board of directors in executive session. If the board finds the member to be in violation with the governing documents, the board may impose a fine based on the monetary fee schedule, suspend member privileges and/or consider legal action.

Violations include but are not limited to abandoned/inoperable vehicles, nuisance, harassment, abuse, intimidation, amenity operating rules (equestrian center, garden center, etc.), the golf course, recreational vehicles and Department of Recreation policies, etc.

The member disciplinary process is coordinated by the Compliance Division. Register a complaint by calling the Department of Security Services at 949-580-1400 or the Compliance Division at 949-268-CALL, or by emailing compliance@vmsinc.org.



SCHEDULE OF MONETARY PENALTIES

The following notice is provided pursuant to Civil Code Section §5310 and §5850.

The following schedules identify the violations and potential monetary penalties which may be imposed upon a member. Such penalties may be imposed following a hearing by Third Laguna Hills Mutual (Third) board of directors (Board) for a violation of the governing documents and rules and regulations by the member, co-occupant, guest or lessee.

Type of Violation	Penalty Ranges
Alteration	
Examples: Debris, work without a permit, work beyond the allowed hours, expired permit, noncompliance with approved variance request, use of community trash bins, failure to maintain alteration, etc.	\$25 - \$500
Clutter Restrictions	
Examples: Balcony, breezeway, carport, common area, interior, patio, vehicle, etc.	\$25 - \$500
Landscape Restrictions	
Examples: Saucers/casters not present, too many plants (refer to landscape maintenance manual), vegetable plants, vines attached to walls, wind chimes, etc.	\$25 - \$500
Maintenance/Repair	
Examples: (Major) failure to correct fire, safety, health hazard or other dangerous condition; (minor) broken blinds, etc., violation of the paint program, interior pest policy, moisture intrusion event, etc.	\$50 - \$500
Nonpayment	
Examples: Nonpayment of assessments, chargeable services, disciplinary penalties, facilities or services use charges, traffic citations, etc.	\$25 - \$500
Nuisance/Harassment Restrictions	
Behavior/Disturbances: Assault, theft, trespassing, yelling, etc.	\$25 - \$500
Noise: Activities that interfere with quiet enjoyment such as improperly installed hardwood floors, neighbors playing music or television too loud, loud conversation, barking dogs, etc.	\$25 - \$500
Odors: Strong cooking odors, BBQ smoke entering other units, etc.	\$25 - \$500
Visual: Draping articles over balcony rails, etc.	\$25 - \$500

Health/Safety: Hoarders who allow unsanitary conditions to exist that attract insects and rodents, or residents who wash dog feces and urine off their balcony onto the property below them, etc.	\$25 - \$500
Violation of laws: Violations of federal, state or local ordinances. Examples include public nudity or a resident engaged in drug dealing, etc.	\$25 - \$500
Occupancy Restrictions	
Examples: Caregiver policy, short-term rentals, advertisement of short-term/vacation rentals, lease policy, unapproved occupancy, qualifying resident not in unit, room rentals, guest visitations exceeding 60 calendar days within a 12-month period, etc.	\$25 - \$500
Other	
Illegal business, nonsmoking policy, portable storage container policy	\$25 - \$500
Pet Restrictions	
Examples: Unleashed dog, dog not under control, unreasonable noise (barking), not picking up and disposing of feces, etc.	\$25 - \$500
Examples: Breeding of animals for sale or commercial gain, injury to persons or damage to property caused by animal, etc.	\$50 - \$500
Traffic Rules and Regulations	
Examples: Abandoned vehicle, commercial vehicles, excessive vehicles, vehicle oil, etc.	\$25 - \$500
Any violation of the governing documents or rules and regulations not specifically identified in this schedule.	\$25 - \$500
Second or Subsequent Violations of the Same Rule	
Ongoing violation of the same event may result in a daily fine in accordance with current monetary penalty schedule until compliance is achieved and/or double of fines imposed.	

In addition to, or instead of the monetary penalty, the board of directors may impose the following penalties, following a noticed hearing, for a violation of the governing documents or rules and regulations:

1. Suspension of the right to use any facilities owned, operated or managed by Third, for a period not to exceed 30 days for each breach, and/or any facilities owned, operated or managed by the Golden Rain Foundation (GRF) for a period not to exceed 90 days for each breach.
2. Third may also make an application to a court of competent jurisdiction for legal or equitable relief.

Third bylaws and rules and regulations provide that members/residents who receive a traffic citation may elect to waive their right to a hearing and attend traffic school or forfeit a fine for certain violations and under certain circumstances. See schedule of traffic monetary penalties.

Delinquent regular or special assessments, plus any costs of collection, late charges and interest, shall become a lien on the owner's interest in the common interest development upon recordation of a notice of delinquent assessment in the Official Records of Orange County, California; and said lien may be enforced as provided by Sections 5650-5690 of the California Civil Code, and as otherwise permitted by law.

If you have questions regarding the above information, please contact the Compliance Division during regular business hours at 949-268-CALL or compliance@vmsinc.org.



SCHEDULE OF MONETARY PENALTIES

The following notice is provided pursuant to Civil Code Section §5310 and §5850.

The following schedules identify the violations and potential monetary penalties that may be imposed upon a member. Such penalties may be imposed following a hearing by the Golden Rain Foundation (GRF) Board of Directors (board) for a violation of those governing documents and rules and regulations by the member, co-occupant, guest or lessee.

Type of Violation	Penalty Ranges
Golf Course Restrictions	
According to Operating Rules Golf Facilities	\$25 - \$200
Nonpayment	
Examples: Nonpayment of chargeable services, disciplinary penalties, facilities or services use charges, traffic citations, etc.	\$25 - \$500
Harassment/Abuse/Intimidation Restrictions	
Harassment, abuse, intimidation	\$25 - \$500
Behavior/Disturbances: Assault, theft, trespassing, yelling, etc.	\$25 - \$500
Nuisance Restrictions	
Behavior/Disturbances: Assault, theft, trespassing, yelling, etc.	\$25 - \$500
Noise: Activities that interfere with quiet enjoyment of another person such as playing music or television too loud, loud conversation, etc.	\$25 - \$500
Violation of laws: Violation of federal, state or local ordinances. Examples include public nudity, resident engaged in drug dealings, etc.	\$25 - \$500
Other	
Illegal business, nonsmoking policy, improper use of GRF property	\$25 - \$500
Pet Restrictions	
Examples: Unleashed dog, dog not under control, unreasonable noise (barking), not picking up and disposing of feces, etc.	\$25 - \$500
Recreation Services and Special Events Policy	
Examples: Operating rules, soliciting without a permit, unauthorized advertisement, room reservation, etc.	\$25 - \$500
Traffic Rules and Regulations	
Examples: Abandoned vehicle, commercial vehicle, excessive vehicle, vehicle oil, recreational vehicle policy, etc.	\$25 - \$500
Any violation of the governing documents or rules and regulations not specifically identified in this schedule.	\$25 - \$500
Second or Subsequent Violations of the Same Rule	
Ongoing violation of the same event may result in a daily fine in accordance with current monetary penalty schedule until compliance is achieved and/or double of fines imposed.	

In addition to, or instead of the monetary penalty, the board may impose the following penalties, following a noticed hearing, for a violation of the governing documents or rules and regulations:

1. Suspension of the right to use any facilities owned, operated or managed by GRF for a period not to exceed 90 days for each breach.
2. GRF may also make an application to a court of competent jurisdiction for legal or equitable relief.
3. GRF may recommend that United Laguna Woods Mutual (United) or Third Laguna Hills Mutual (Third) or Mutual No. Fifty take disciplinary action against a resident member of GRF, to the extent possible under United's/Third's/Mutual No. Fifty's governing documents.

GRF bylaws and rules and regulations provide that members/residents who receive a traffic citation may elect to waive their right to a hearing and attend traffic school or forfeit a fine for certain violations and under certain circumstances. See schedule of traffic monetary penalties.

Delinquent regular or special assessments, plus any costs of collection, late charges and interest, shall become a lien on the owner's interest in the common interest development upon recordation of a notice of delinquent assessment in the Official Records of Orange County, California, and said lien may be enforced as provided by Sections 5650-5690 of the California Civil Code and as otherwise permitted by law.

If you have questions regarding the above information, please contact the Compliance Division during regular business hours at 949-268-CALL or compliance@vmsinc.org.

Schedule of Traffic Monetary Penalties

Moving Violations	1st	2nd	3rd	4th (or more)
600 - Speeding (6 - 10 MPH)	\$25	\$50		
601 - Speeding (11 - 15 MPH)	\$50	\$100		
602 - Speeding (16 MPH and over)	\$100	\$200		
610 - Failure to stop	\$50	\$100	\$200	
620 - Right of way	\$25	\$50		
630 - Turn signal	\$25	\$50		
640 - Left of center	\$25	\$50		
* 650 - Hit and run	\$200	\$400		
* 660 - Valid driver's license not produced	\$200	\$400		
* 680 - Reckless	\$150	\$300	\$300	\$300
* 690 - Headlight violation	\$25	\$25	\$25	\$25
691 - Riding a bicycle on sidewalk	\$25	\$25	\$50	\$50
695 - Other moving	\$25	\$50		
Parking Violations	1st	2nd	3rd	4th (or more)
* 010 - Abandoned vehicle	\$25	\$25	\$50	\$50
* 700 - No parking zone	\$25	\$50	\$75	\$100
* 714 - Unpermitted electric plug-in (EV)	\$240	\$480	\$480	\$480
* 715 - Unpermitted electric plug-in (Golf Cart)	\$100	\$150	\$200	\$250
* 716 - Unattended extension cords and battery charger	\$50	\$100	\$150	\$150
* 720 - Limited time parking	\$25	\$25	\$50	\$75
* 721 - Recreational vehicle parked over six-hour limit	\$25	\$25	\$50	\$75
* 722 - Advertising on vehicle parked overnight	\$25	\$25	\$50	\$75
* 723 - Vehicle used for storage	\$50	\$100	\$150	\$200
* 724 - Parked on sidewalk or grass	\$25	\$25	\$50	\$75
* 725 - Expired vehicle registration	\$50	\$100	\$150	\$150
* 726 - Parked obstructing access	\$25	\$25	\$50	\$75
* 727 - No valid decal or parking permit displayed	\$25	\$25	\$50	\$75
* 730 - Other parking violations	\$25	\$25	\$50	\$75
* 800 - Fire hydrant	\$25	\$50	\$50	\$50
* 810 - Handicapped parking with placard and handicap I.D. verification	\$0	\$25	\$50	\$75
* 811 - Handicapped parking with no placard or handicap I.D. verification	\$150	\$200	\$250	\$275
Pedestrian Violations	1st	2nd	3rd	4th (or more)
* 750 -Pedestrian violations	\$25	\$25	\$50	\$50
RV Parking Violations	1st	2nd	3rd	4th (or more)
* 820 - Hazardous material	\$75	\$100	\$150	
* 830 - Wheel block	\$25	\$50	\$75	\$100
* 840 - Jack support (R&R Section "W" violation)	\$25	\$50	\$75	\$100
* 850 - Maintenance or repair	\$25	\$50	\$75	\$100
* 860 - Miscellaneous (Minor)	\$25	\$50	\$75	
* 870 - Miscellaneous (Major)	\$50	\$100	\$150	
Miscellaneous (Minor): Flat tires; failure to provide paperwork				
Miscellaneous (Major): Expired registration, living in RV, clutter, storage outside of vehicle, wash-rack violation, unauthorized vehicle, vehicle used for storage, unattended generator in use, portable sheds/tents erected, illegal jack				
Make check payable to: GRF and reference the case number on the check Mail check to: Security Services Division, 24351 El Toro Road, Laguna Woods, CA 92637 In person: Payment can be dropped off in the payment box located in the Laguna Woods Village Community Center and in the Security Services Building				

* Violation is ineligible for traffic school

Last Updated: 9/29/21



2024 COLLECTION AND LIEN ENFORCEMENT POLICY AND PROCEDURES FOR ASSESSMENT DELINQUENCIES

PURPOSE STATEMENT

The following is a statement of the specific procedures, policies, and practices (“Policy Statement”) employed by Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation (the “Mutual”) in enforcing lien rights or other legal remedies for default in payment of its assessments against its owners (“Members”). This Policy Statement is provided pursuant to the requirements of California Civil Code Section 5310(a)(7).

The collection of delinquent assessments is of vital concern to **all** Members of the Mutual. Such efforts ensure that all Members pay their fair share of the costs of services and facilities provided and maintained by the Mutual. Members’ failure to pay assessments when due creates a cash-flow problem for the Mutual and causes those Members who make timely payment of their assessments to bear a disproportionate share of the community’s financial obligations. Special assessments must be received in a timely fashion in order to finance the needs for which said special assessments are imposed.

Accordingly, in order to reduce the amount and duration of delinquencies and to encourage the prompt and full payment of all assessments, the Mutual has been vested with certain enforcement rights and remedies which are in addition to those which exist generally for creditors. These rights and remedies are described in this Policy Statement.

FAILURE TO MAKE TIMELY PAYMENTS CAN RESULT IN THE IMPOSITION OF LATE CHARGES, INTEREST, COSTS OF COLLECTION, POSSIBLE RESULTANT LEGAL ACTION AND MEMBERS AGREE THAT THEY CAN BE REQUIRED TO REIMBURSE THE MUTUAL FOR SUCH LEGAL COSTS, REGARDLESS OF WHETHER FORMAL LEGAL ACTION IS TAKEN. IT IS IN YOUR AND EVERY OTHER MEMBER’S BEST INTEREST FOR EACH OF YOU TO MAKE YOUR MONTHLY ASSESSMENT PAYMENTS ON TIME.

REGARDLESS OF WHETHER THE MUTUAL RECORDS A LIEN ON YOUR PROPERTY DURING THE COLLECTION OF PAST-DUE ASSESSMENTS, ALL MEMBERS HAVE A PERSONAL AND ONGOING OBLIGATION TO PAY ASSESSMENTS AND CHARGES.

BASIC POLICIES AND PROCEDURES

Delinquency reports are prepared monthly by the Mutual’s managing agent to the Mutual’s Board of Directors (“Board”), identifying the delinquent Member, and the amount and length of time the assessments have been in arrears. The policies and practices outlined in this Policy Statement shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board, or unless the applicable statutory scheme changes, in which event, this Policy Statement shall be construed so as to be consistent with any newly adopted statutes or court decisions. In accordance with the Mutual’s governing documents

(including, without limitation, the Articles of Incorporation, the Bylaws, the recorded CC&Rs, rules and regulations, and written policies) (collectively, the “Governing Documents”) and the Civil Code, to ensure the prompt payment of monthly assessments, the Mutual employs the following collection and lien enforcement policies and procedures, including for the collection of assessments, late charges, interest, fees, and chargeable services charged against Members pursuant to the Governing Documents and current law:

1. Assessment Due Date

Regular assessments (“Carrying Charges” as defined in Article 1, Section 8 of the CC&Rs) are due and payable to the Mutual, in advance, in equal monthly installments, on the first (1st) day of each month. It is each Member’s responsibility to pay assessments in full each month regardless of whether a billing statement is received. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the special assessment or in the ballot presenting the special assessment to the Members for approval. In no event shall a special assessment be due and payable earlier than thirty (30) days after notice of the special assessment is provided to Members.

2. Reminder Notice

A monthly assessment becomes delinquent if it is not received by the Mutual on or before the close of business on the sixteenth (16th) day of the month (or, for special assessments, if it is not received by the Mutual on or before the close of business on the fifteenth (15th) day after it is due). A written reminder notice may be sent and emailed to the Member. It is each Member’s responsibility to pay assessments in full each month regardless of whether a reminder notice is received.

TO BE CONSIDERED TIMELY, PAYMENT MUST BE **RECEIVED** BY THE MUTUAL WITHIN THE FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS INSUFFICIENT.

IN ADDITION TO THE FOREGOING, CHARGEABLE SERVICES ARE LATE IF NOT PAID WITHIN TWENTY-FIVE (25) DAYS AFTER BECOMING DUE.

3. Administrative Collection Fee

It is the policy of the Mutual not to routinely waive any duly imposed late charges, interest, or actually incurred “Costs of Collection.” “Costs of Collection” as used in this Policy Statement include, without limitation, an administrative collection fee, currently in the amount of \$500 (the “Administrative Collection Fee”), which is charged by the Mutual’s managing agent to cover staff’s costs to prepare files for delivery to the Mutual’s legal counsel and/or collection agent in order to carry out authorized legal and/or collection actions, as well as direct costs incurred in recording and/or mailing documents attendant to the legal and/or collection process.

The Administrative Collection Fee may be increased by majority vote of the Mutual’s Board and may be collected by the Mutual’s legal counsel and/or collection agent on its behalf, and remitted to the Mutual’s managing agent, or may be directly collected by the Mutual’s managing agent. Any change to the Administrative Collection Fee shall not be deemed a change to this Policy and shall not require rule change or member review period procedures to be undertaken by the Board.

4. Late Charge

IT IS THE MEMBER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THEY BECOME DELINQUENT.

Any notices or invoices for assessments and/or special assessments will be sent to Members by first- class and/or certified mail addressed to the Member at his/her/their/its address as shown on the books and records of the Mutual and/or by other delivery method required by Civil Code Section 4040 where applicable. However, it is the Member's responsibility to be aware of the assessment payment amounts and due dates and to advise the Mutual of any changes in the Member's mailing address, pursuant to Civil Code Section 4041.

A late payment charge for a delinquent assessment will be assessed in an amount equal to ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater, and will be imposed on any assessment payment that is more than fifteen (15) days in arrears. Further, both Civil Code Section 5650 and the Mutual's Governing Documents provide for interest on all sums imposed in accordance with Section 5650, including on delinquent assessment, reasonable fees and costs of collection, and reasonable attorney's fees, which may be imposed thirty (30) days after the assessment is due, at an annual percentage rate of twelve percent (12%). Such interest may be imposed and collected regardless of whether the Member's delinquent account is referred to the Mutual's legal counsel and/or collection agent for handling. Non-assessment fines, fees, and chargeable services are also subject to a late fee and interest, in an amount determined by Board resolution.

5. Demand Letter (aka Pre-Lien Notice)

If full payment of the delinquent amount is not received by the close of business on the day which is fifteen (15) days after the date of a reminder notice, as described in Section 2 above, or if no reminder notice was sent, then within thirty (30) days after the date when the delinquent amount became due, But a demand letter pursuant to Civil Code Section 5660 (a "Pre-Lien Notice"), as detailed below, will be sent to the Member by Certified Mail. The Mutual, through its managing agent, may also attempt to contact the Member by telephone to remind the Member of the delinquency and determine when payment will be made. However, no assurances can be given that the Mutual will in fact reach the Member by telephone, and the Member is responsible to pay off the delinquency whether or not a reminder notice or telephone reminder is actually received by the Member.

6. Alternate Means to Collect Delinquent Sums

If full payment of the delinquent amount (such as a duly levied and imposed assessment, fine, fee, or chargeable service including associated late charges and interest) is not received by the close of business on the thirtieth (30th) day after the date of a demand letter for payment of same (and with respect to recording a lien against a Member's separate interest in the condominium project ("Manor"), on the forty-fifth (45th) day after mailing a Pre-Lien Notice) the Mutual may, at its option, in accordance with the requirements and conditions herein and applicable law, and based on the circumstances of the delinquency, including but not limited to, the total delinquent amount owing and the Member's payment history, undertake to collect

the delinquency by: (1) recording a notice of delinquent assessment (lien); (2) suspending a Member's right (and that of the Resident or Tenant of that Member's Manor) to use Mutual or Golden Rain Foundation of Laguna Woods ("GRF") facilities; (3) termination of the delinquent Member's Membership in the Mutual as a result of any foreclosure; (4) legal actions, discussed further below; or (5) other means permitted by law.

The Mutual may, after following appropriate procedures prescribed by law and the Mutual's Governing Documents, suspend a delinquent Member's right to use facilities or receive services provided by the Mutual, or both, until the delinquency is paid in full, including interest, late charges, and/or Costs of Collection, as may have been imposed or incurred in a particular instance. Failure to pay in full such amounts may also result in suspension of certain Membership rights and the ability to use the facilities or services provided by GRF or by this Mutual.

The Mutual may also take various legal actions to enforce the collection of delinquencies. **THESE ACTIONS MAY BE TAKEN SEPARATELY OR CONCURRENTLY.**

7. Small Claims Court

A civil action in small claims court may be filed, with a management company representative or bookkeeper appearing and participating on behalf of the Mutual.

PLEASE NOTE THAT A SMALL CLAIMS COURT ACTION MAY BE PURSUED BASED ON A BOARD RESOLUTION EITHER BEFORE OR AFTER RECORDING A NOTICE OF DELINQUENT ASSESSMENT (LIEN), AND/OR AFTER A WRITE-OFF.

The amount that may be recovered in small claims court may not exceed the jurisdictional limits of the small claims court, and shall be the sum of the following: (a) the amount owed as of the date of filing of the complaint in the small claims court; and (b) in the discretion of the court, an additional amount equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid assessments, fines, fees, or chargeable services, and any reasonable late charges, fees and Costs of Collection (including attorney's fees), and interest, all up to the jurisdictional limits of the small claims court.

Successive small claims court actions may be pursued, consistently with applicable laws, until the entire amount of the delinquency is recovered.

8. Lien

The Mutual may secure the delinquency by recording a notice of delinquent assessment (lien) on the owner's Manor with the Orange County recorder. The debt shall be a lien on the owner's Manor from and after the time the Mutual records a notice of delinquent assessment, which shall state: the amount of the assessment and other sums imposed in accordance with Civil Code Section 5650(b); a legal description of the owner's Manor; and the name of the record owner of the Manor.

An itemized statement of the debt owed by the owner, as described in Civil Code Section 5660(b), shall be recorded together with the notice of delinquent assessment. In order for the lien to be enforced by nonjudicial foreclosure as provided in Civil Code Sections 5700 to 5710,

inclusive, the notice of delinquent assessment shall state the name and address of the trustee authorized by the Mutual to enforce the lien by sale of the Manor. The notice of delinquent assessment shall be signed by the person designated in the declaration or by the Mutual for that purpose, or if no one is designated, by the president of the Mutual. A copy of the recorded notice of delinquent assessment shall be mailed by certified mail to every person whose name is shown as an owner of the Manor in the Mutual's records, and shall be mailed no later than ten (10) calendar days after recordation.

If it is determined that the Mutual has recorded a lien for a delinquent assessment in error, the Mutual shall promptly reverse all related late charges, fees, interest, attorney's fees, and Costs of Collection, and pay all costs incurred by the Mutual related to any internal dispute resolution (IDR) or alternative dispute resolution (ADR).

9. Foreclosure/ADR

After thirty (30) days following the recording of a delinquent assessment lien, the lien may be enforced in any manner permitted by law. Once the amount of delinquent assessments (not including any late charges, fees, interest, or Costs of Collection), exceeds One Thousand Eight Hundred Dollars (\$1,800), OR any unpaid assessments are more than twelve (12) months delinquent, then, subject to the conditions specified below, the Mutual may initiate foreclosure proceedings to collect the amounts owed.

These conditions include that, prior to initiating a foreclosure, the Mutual shall offer the Member, and if so requested by the Member, the Mutual shall participate in dispute resolution pursuant to the Mutual's "meet and confer" program, or alternative dispute resolution (ADR). THE DECISION TO PURSUE DISPUTE RESOLUTION OR A PARTICULAR TYPE OF ADR SHALL BE THE CHOICE OF THE MEMBER, EXCEPT THAT BINDING ARBITRATION SHALL NOT BE AVAILABLE IF THE MUTUAL INTENDS TO INITIATE A JUDICIAL FORECLOSURE.

Civil Code Section 5965 requires the following statement to be included in this Policy Statement:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

If any "meet and confer" session or ADR is engaged in by and between the Member and the Mutual (or any neutral third parties, as the case may be), and these efforts do not result in a payment plan, then, assuming the statutory minimum as to the delinquent amount or duration of the delinquency has been met, the Mutual may commence foreclosing the lien against the Member's Manor and sell the Manor at a private sale or by a judicial sale. If this occurs, the Member may lose title to his/her/their/its Manor.

10. Board Decision to Initiate Foreclosure

The decision to initiate foreclosure of a validly recorded delinquent assessment lien shall be made **only** by the Board and may not be delegated to an agent of the Mutual. The Board shall approve the decision by a majority vote of the Board in an executive session. The vote must be recorded in the minutes of the next meeting of the Board open to all Members; however, the confidentiality of the delinquent Member shall be maintained by identifying the matter in the

minutes only by the Parcel Number or account number, and not by the name of the delinquent Member. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale or judicial foreclosure.

If the Board votes to foreclose upon an owner's Manor, the Board shall provide notice by personal service in accordance with the manner of service of summons to an owner of a Manor if the owner occupies the Manor or to their legal representative. For a non-occupying owner, the Board shall provide written notice by first-class mail, postage prepaid, at the most current address shown on the books of the Mutual. In the absence of written notification by a non-occupying owner to the Mutual, the address of the owner's Manor may be treated as the owner's mailing address.

If a foreclosure action is prosecuted to judgment and the judgment is in favor of the Mutual, assets of the Member may be seized or a lien may be placed on such assets to satisfy the judgment. Pursuant to the provisions of California law, applicable regulations, and the Covenants, Conditions and Restrictions (CC&Rs), the delinquent amount, as well as late charges on the delinquent assessments and/or interest charges and/or Costs of Collection (including, but not limited to, attorney's fees, title company and foreclosure service company charges, charges imposed to defray the cost of preparing and mailing demand letters (such as the Administrative Collection Fee), recording costs and costs associated with small claims court actions) may be enforced as a lien against the Member's Manor.

Moreover, pursuant to California law, monetary penalties that have been imposed by the Mutual as a means of reimbursing the Mutual for costs incurred by the Mutual in the repair of damage to common areas and/or community facilities for which a Member or a Member's guests or tenants were responsible may also be enforced as a lien against the Member's Manor.

11. Non-Judicial Foreclosure/Right of Redemption

A non-judicial foreclosure by the Mutual to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which the Manor may be redeemed from a foreclosure sale ends ninety (90) days after the sale, per Civil Code Section 5715.

12. Prerequisites to Recording a Lien: Offer of IDR/ADR and Pre-Lien Notice

Before a lien may be recorded against a Manor of a delinquent Member, the Mutual must offer the Member, and if so requested by the Member, the Mutual must participate in IDR pursuant to the Mutual's "meet and confer" program (per the requirements set forth in Article 2 commencing with section 5900 of Chapter 10) or ADR as set forth in Article 3 (commencing with Section 5925 of Chapter 10), both in the Civil Code.

Any choice by a Member to pursue IDR or any kind of ADR must be made by the Member's delivery of written notice of such choice to the Mutual's managing agent within thirty (30) days of any event which triggers a Member's right to pursue IDR/ADR, whether it is before a lien can be recorded (i.e., upon receipt of the certified Pre-Lien Notice), or prior to initiating a foreclosure action, or in any other situation for which the Davis-Stirling Common Interest Development Act or the Mutual's Governing Documents authorize or allow a Member to choose IDR/ADR. A

Member's right to pursue IDR/ADR may be triggered by, among other things, a decision by the Board and/or Executive Hearing Committee, as applicable, following any right to appeal pursuant to the Mutual's Appeal Policy.

THE DECISION TO PURSUE IDR OR A PARTICULAR TYPE OF ADR SHALL BE THE CHOICE OF THE OWNER. However, binding arbitration is not available if the Mutual intends to initiate a judicial foreclosure.

13. Pre-Lien Notice

Prior to recording a lien against a Member's Manor, the Mutual must send the Member a certified notice providing information regarding the sums claimed as being delinquent ("Pre-Lien Notice"). No lien can be recorded until forty-five (45) days after this Pre-Lien Notice has been given.

The Pre-Lien Notice must include the following information (per Civil Code Section 5660):

- (a) A general description of the collection and lien enforcement procedures of the Mutual and the method of calculation of the amount, a statement that the owner of the Manor has the right to inspect the association records pursuant to Section 5205, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed;

"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."
- (b) An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any;
- (c) A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the association;
- (d) The right to request a meeting with the Board as provided in Section 5665;
- (e) The right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program required in Article 2 (commencing with Section 5900) of Chapter 10;
- (f) The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 before the association may initiate foreclosure against the owner's Manor, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure;

14. Member's Right to Request a Meeting with the Board, or IDR or ADR.

Upon receipt of the certified Pre-Lien Notice described above, the noticed Member has several possible courses of action that can be taken at this point in the collection process, such as:

- (a) The Member has the right to dispute the assessment debt by submitting a written request for IDR to the Mutual pursuant to the Mutual's "meet and confer" program, which is required by Civil Code Sections 5900-5920;
- (b) The Member may exercise his/her/their/its right to participate in ADR with a neutral third party under Civil Code Sections 5925-5965 before the Mutual may initiate foreclosure against the owner's Manor, except that binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure;
- (c) The Member has a right to submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment, as long as the request for a meeting is made within fifteen (15) days following the postmark on the Mutual's Pre-Lien Notice to the Member. That meeting must take place within forty-five (45) days (calculated from the postmark on the Member's request) and must be conducted in executive session. When a Member has made a timely request for a meeting to discuss a payment plan, the Mutual must provide the requesting Member with the Mutual's standards for payment plans, if any standards have been adopted. There is no statutory authorization for the Board to delegate this meeting obligation to a property manager, but the Board may designate a committee of one or more directors to meet with the Member in a specially called executive session meeting that will occur within forty-five (45) days of the Member's request.

15. Payment Plan Requests

Any Member who is unable to timely pay regular or special assessments is entitled to make a written request for a payment plan to the Mutual's Board. A Member may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the Pre-Lien Notice. The Mutual's Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans may not impede the Mutual's ability to record a lien on the Member's Manor to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Member is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Mutual may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan. The Mutual reserves the right to impose reasonable conditions on any approvals for a payment plan and request that the delinquent Member provide disclosure of certain identifying information and other assets that may be used as additional security for the debt owed.

16. Application of Payments

In accordance with state law payments received on delinquent assessments shall be applied to the Member's account in the following order of priority: assessments owed, then fees and

costs of collection, attorney's fees, late charges, interest. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first. Interest shall continue to accrue on unpaid balances of principal, and other costs and charges imposed in accordance with Civil Code Section 5655.

17. Secondary Address

Members have a right and obligation to identify in writing to the Mutual a secondary address for purposes of collection notices delivered pursuant to the Mutual's Policy Statement, and upon receipt of a proper written request from a Member identifying a secondary address that complies with Civil Code Section 4041 and the Governing Documents, the Mutual must send additional copies of specified notices to this secondary address. Pursuant to Civil Code Section 4041, Members must keep the Mutual updated with respect to any mailing or secondary address to which notices from the Mutual are to be delivered. If Members fail to provide such information to the Mutual, the Manor shall be deemed to be the address to which notices are to be delivered.

18. No Right of Offset

There is no right of offset. This means that a Member may not withhold assessments and related charges owed to the Mutual on the alleged grounds that the Member would be entitled to recover money or damages from the Mutual based on some other obligation or some claim of another obligation.

19. Returned Checks

The Mutual may charge the Member a twenty-five-dollar (\$25) fee for the first check tendered to the Mutual that is returned unpaid by the Member's bank, and thereafter, the Mutual may charge a thirty-five-dollar (\$35) fee for any subsequent check that is returned based on insufficient funds. If a Member's check cannot be negotiated for any reason, then the Mutual may also seek to recover damages of the greater of (a) one hundred dollars (\$100); or (b) three (3) times the amount of the check up to one thousand five hundred dollars (\$1,500) in accordance with Civil Code Section 1719.

20. Charges and Fees Subject to Change

All charges and fees set forth in this Policy Statement are subject to change upon thirty (30) days prior written notice.

21. Overnight Payments

The mailing address for overnight payment of assessments is:

Third Laguna Hills Mutual
Attn: Assessment Payments
24351 El Toro Road
Laguna Woods, CA 92637

22. Rights Reserved by Mutual

Although the matters set forth above summarize the policies and practices ordinarily employed to collect delinquent assessments, the Mutual reserves the right to employ other or additional policies and practices as may be necessary or appropriate when the uniqueness of the circumstances or habitualness of the delinquency so requires.

23. Attachments

Notice of Assessments and Foreclosure (pursuant to Civil Code Section 5730): Attachment A.

State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act disclosures: Attachment B.

**BOARD OF DIRECTORS
THIRD LAGUNA HILLS MUTUAL**

**ATTACHMENT A
NOTICE OF
ASSESSMENTS AND FORECLOSURE**

The following notice is provided pursuant to California Civil Code Section 5730

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than \$1,800. For delinquent assessments or dues in excess of \$1,800 or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid (Sections 5700 - 5720 of the Civil Code, inclusive).

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this (Section 5725 of the Civil Code).

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association (Section 5675 of the Civil Code).

At least thirty (30) days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt (Section 5660 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within twenty-one (21) days, and to provide an owner certain documents in this regard (Section 5685 of the Civil Code).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments (Section 5655 of the Civil Code).

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time (Section 5685 of the Civil Code).

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists (Section 5665 of the Civil Code).

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist (Section 5665 of the Civil Code).

ATTACHMENT B

The following Disclosure is made pursuant to California Civil Code Sections 1812.700-1812.703.

“The State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.”



NOTICE TO MEMBERS
November 1, 2023

ALTERNATIVE DISPUTE RESOLUTION
Summary of Civil Code §§ 5925-5965

Sections 5925 to 5965 of the civil code require that before owners and associations file lawsuits against each other for declaratory, injunctive or writ relief or such relief in connection with a claim for money damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, the parties endeavor to submit their dispute to alternative dispute resolution (ADR).

Pursuant to Sections 116.220 and 116.221 of the Code of Civil Procedure, the demand for monetary damages cannot exceed \$10,000 if brought by a natural person, and if brought by an entity other than a natural person, the demand for monetary damages cannot exceed \$5,000. This section does not apply to a small claims action. Except as otherwise provided by law, this section does not apply to an assessment dispute.

“Declaratory relief” means that a party seeks a judicial determination of rights, even though no monetary damages are sought.

“Injunctive relief” means that a party seeks a court order prohibiting someone from doing some specified act.

“Alternative dispute resolution” basically means that instead of litigation, the parties will pursue an alternative such as mediation or arbitration, which may be either binding or nonbinding at the option of the parties. In mediation, a mediator attempts to resolve the differences between the parties by enabling them to agree to a compromise. In arbitration, an arbitrator (usually a retired judge or lawyer or other individual with special expertise in a relevant field) listens to both parties and makes a decision much like a judge would in a court of law.

Attached is the form for a request for resolution, which the Laguna Woods Village corporations will use, and which members of any of the mutuals may use to comply with the statute.

The ADR process is initiated by one party serving a request for resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within 30 days or it will be deemed rejected and (iv) a copy of Civil Code Sections 5925 to 5965.

THIRD LAGUNA HILLS MUTUAL ALTERNATIVE DISPUTE RESOLUTION

If the individual receiving the request agrees to ADR, the process must be completed within 90 days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a certificate of compliance indicating the party has complied with the requirements of Sections 5925 to 5965. Failing to do so would be grounds for challenging the lawsuit.

Although the prevailing party is entitled to reasonable attorneys' fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

A description of the association's internal dispute resolution process, as required by Civil Code Section 5920, is attached.

Note: Failure by any member of the association to comply with the alternative dispute resolution requirements of Civil Code §5930 may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

DESCRIPTION OF INTERNAL DISPUTE RESOLUTION PROCEDURE

Civil Code Section 5900

1. This policy applies to a dispute between the association and a member involving their rights, duties or liabilities under the Davis-Stirling Act, under the provisions of the corporations code relating to mutual benefit corporations (commencing with Corporations Code Section 7110), or under the association's governing documents.
2. Either party to a dispute within the scope of this article may invoke the following procedure:
 - a. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - b. A member of the association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
 - c. The association's board of directors shall designate a member of the board to meet and confer.
 - d. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - e. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
3. A member of the association will not be charged a fee to participate in the process.



REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION

Date	
Requesting party	
Address	
Responding party	
Address	
Nature of dispute	

This request for alternative dispute resolution (ADR) is being made in accordance with the provisions of California Civil Code §§ 5925-5965 (a copy accompanies this Request). Costs will be shared equally between the parties. You are required to respond within 30 days or this request will be deemed rejected. If accepted, ADR must be completed within 90 days from the date of acceptance, unless extended by written stipulation signed by both parties.

This request for resolution is made for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages (other than association assessments). The demand for monetary damages cannot exceed jurisdictional limits stated in Sections 116.220 and 116.221 of Code of Civil Procedure.

TYPE OF ADR REQUESTED

- ☐ Mediation
☐ Arbitration, nonbinding
☐ Arbitration, binding (not an option if association intends to initiate a judicial foreclosure)

FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF § 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OF THE APPLICABLE LAW.

NOTE: THIS REQUEST FOR RESOLUTION MUST BE SERVED IN THE SAME MANNER AS PRESCRIBED FOR SERVICE IN A SMALL CLAIMS ACTION AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE 116.340.



NOTICE TO MEMBERS
October 10, 2023

ARCHITECTURAL REVIEW PROCEDURES
Summary of Civil Code §4765

Section a) of Civil Code §4765 requires that this section applies if the association's governing documents require association approval before an owner of a separate interest may make a physical change to the owner's separate interest or the common area, the association shall satisfy (specific) requirements.

Civil Code §4765 applies to Third Laguna Hills Mutual and references Article X – Architectural Control and Standards Committee (ACSC) of the Third Laguna Hills Mutual covenants, conditions and restrictions (CCRs), which states:

1. Architectural Control:

(a) Except for the purposes of proper maintenance and repair and as provided in Paragraph (c) hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, nail, paint, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, or make any change or otherwise alter whatsoever the exterior of any residential dwelling unit, residential carport, or residential garage constructed on or to be constructed on the above described property. For the purpose of this provision the term "exterior" shall mean any outside walls, outward surfaces, roofs, outside doors or other outside structures of said residential dwelling units, but not limited to, the roof, outside wall, outward surface, outside doors, and outside structures of all atrium type residential dwelling units.

(b) Except for the purposes of proper maintenance and repair and as provided in Paragraph (c) hereof, no person, persons, entity or entities shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the property developed for residential use.

(c) Except for the purposes of proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (a) and (b) above until the Architectural Control & Standards Committee or a representative designated by a majority of the members of the Architectural Control & Standards Committee, has approved in writing the following as being in conformity and harmony of external design with existing structures of the property developed for residential use:

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(i) the complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme, and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any residential dwelling unit, residential carport or residential garage, as set forth in Paragraph (a), or changes to the property developed for residential use, as set forth in Paragraph (b); and

(ii) the block plan showing the location of such proposed alteration, modification, addition, deletion or any other proposed form of change. The Board is authorized to act as the Architectural Control & Standards Committee or, if the Board so elects, the Architectural Control & Standards Committee may consist of not less than five (5) and not more than nine (9) members appointed by the board and the Board shall appoint replacement members to fill any vacancies. In the event any member is unable or unwilling to serve on the Architectural Control & Standards Committee, the remaining member or members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion or other proposed form of change and location. In the event the Architectural Control & Standards Committee fails to approve or disapprove such proposed alteration, modification, addition, deletion or other proposed form of change and location within sixty (60) days after complete plans and specifications therefor have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered or mailed to the Architectural Control & Standards Committee in care of the Manager. The plans and specifications shall be deemed submitted to the Architectural Control & Standards Committee upon the date such plans and specifications are received by the Manager. The members of the Architectural Control & Standards Committee shall not be entitled to any compensation for the services performed pursuant to this covenant.

(d) In the event plans and specifications submitted to the Architectural Control & Standards Committee are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Control & Standards Committee. Within sixty (60) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the sixty (60) days' period shall be deemed a decision in favor of the appellant.

(e) The Board shall, from time to time, adopt and promulgate architectural standards to be administered through the Architectural Control & Standards Committee. Neither the Board, the Architectural Control & Standards Committee, any member of either nor any representative appointed by the Architectural Control & Standards Committee assumes any liability or responsibility for the design, engineering, structural safety or conformance of the plans and specifications with building codes and other applicable laws. The review and approval or disapproval of any plans and

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specifications submitted to the Architectural Control & Standards Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of the buildings, landscaping, color schemes, exterior finishes and materials and similar features as well as the architectural standards promulgated by the Board and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. In considering modifications to facilitate access by persons who are blind, visually handicapped, deaf or physically disabled or to alter conditions which could be hazardous to these persons, the Architectural Control & Standards Committee shall exercise its authority as contemplated by the Davis-Stirling Common Interest Development Act or any successor provision.

(f) On a case-by-case basis, the Board shall determine in its sole discretion whether the responsibility for the repair and maintenance of any proposed alteration, addition or improvement described in Sections 1 (a) and (b) of this Article X shall be borne by the Owner who proposes to make, or cause to be made, the alteration, addition or improvement or by the Mutual. In the event that the Board determines that the Mutual shall discharge such repair and maintenance responsibilities, the cost of such repair and maintenance shall be borne by the Owner of the Unit which has been altered, added to or improved and shall be binding upon the successors and assigns of the Owner. The Board shall estimate the annual cost (including reasonable reserves) for such maintenance and repair and may collect such costs as part of the Carrying Charges payable by such Owner. In the event the Mutual determines that the Owner shall be responsible for such repair and maintenance and the Owner fails to perform such repair or maintenance within a reasonable time after the need therefor arises, the Board may, at its option, elect to have the Mutual perform such repair or maintenance and levy a special assessment against the owner for the cost thereof. Whether the responsibility for repair and maintenance shall be discharged by the Mutual or the owner, the costs thereof shall be borne solely by such owner and shall become a lien upon the Condominium of such Owner under the circumstances described in Section 9 of Article IX.

Further to the requirements provided by Civil Code §4765, the mutual makes available to all its members the Third Laguna Hills Mutual alterations standards. The standards are available upon request at the Laguna Woods Village Community Center and available on the Laguna Woods Village website. These standards identify established alterations that have been previously approved by the mutual's board of directors. The alterations standards are reviewed and updated as needed by the ACSC and the board. Typically, a proposed alteration that meets the alterations standards requirements can be permitted without board review.

The committee may impose conditions upon approvals to ensure the structural, architectural or common area integrity of the member's request.

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The committee shall ensure that all structural alterations, including any internal and external physical changes, performed or caused to be performed by a member, shall not be performed without prior written consent of the mutual. Consent is given either by proper processing of approved alteration standard, or use of the variance request process. The committee will recommend a disciplinary hearing for all alterations preceding approval or deviation from approved changes.

STANDARD ALTERATIONS SUBMITTAL GUIDELINES

1. An application for mutual consent must be submitted to the Manor Alterations Division to perform previously approved standard plan alterations or alterations conforming in all aspects to board-approved mutual alteration standards.
2. A mutual consent is required for all alterations to the building. A City of Laguna Woods building and/or demolition permit may be required. All fees for both mutual and city permits shall be paid for by the member and/or the member's contractor.
3. The member applying for a mutual consent shall provide to the Manor Alterations Division a completed mutual consent application, detailed plan(s), for approval, indicating all work to be done, i.e., size, location, description and specifications in a clear and concise manner.
4. Prior to the issuance of a mutual consent, the member contractor and member's signature are required to indicate that the member and the member contractor has received, read, understands and agrees to follow and adhere to all current mutual standards, rules, and regulations regarding the alteration.
5. A signed mutual consent form is required in order to allow Manor Alterations to review the proposed work and allow the potential issuance of a mutual consent.
6. A neighbor awareness notification (NAN) may be required in order to obtain a mutual consent if conditions warrant such a notice.
7. Mutual consent fees are to be collected from the contractor or member prior to issuance of the mutual consent. Mutual consent fees may include other inspection or service fees depending on the scope of work requested by the member. The alteration fee schedule is included at the end of this section.

In order that a member may propose an alteration that is not an established alteration standard, the mutual provides the member the opportunity to submit a request for variance. Guidelines for submittals for variance requests and submittals for alteration applications are described as follows.

VARIANCE REQUESTS SUBMITTAL GUIDELINES

1. Variance requests are submitted to obtain approval for a variance to construct a nonstandard alteration, that which is different from the mutual's alteration standards and/or standard plans. Variance requests are submitted to the Manor Alterations Division for consideration by the mutual's ACSC. A variance fee, per the current fee schedule, paid via credit card, is required at time of submittal. Variance requests are processed as follows:
 - a. Over-the-counter variance (OTCV) is for those nonstandard requests which have been approved by the ACSC in the past as a typical variance. This OTCV is reviewed by staff to determine if the work would qualify for this category, including but not limited to, raising of ceiling height, structural and nonstructural wall removals, interior doorway enlargement and relocations, etc. The variance request will be reviewed by the mutual inspector, variance inspector, and supervisor. The NAN will be issued minimum of 10 days prior to the ACSC meeting who will consider the item under the consent calendar. If the ACSC recommends approval of the variance, it will be considered by the board at the next regularly scheduled board meeting.
2. Variances of a nature that have not previously been approved by the ACSC, are processed by the ACSC in an open forum voted on by the committee. These types of requests would include but not be limited to: extensive exterior aesthetic revision and common area requests. Manor Alterations staff will categorize the variance request by its general nature and place the request into either the OTCV or ACSC variance procedure. The submitted proposal for a variance request must be legible, clear and concise and should not require assumptions on the part of the reviewing staff.
3. All variance requests must include a variance application form letter signed by the mutual member that describes the proposed alteration(s). The submittal must also include conceptual drawings, details, specifications and plans of the proposed variance alteration. The submitted proposal for a variance request must be legible, clear and concise and should not require assumptions on the part of the reviewing agent.
4. The plans must represent a true replication of both the existing floor plan (label all rooms) and proposed floor plan modifications, inclusive of specific dimensional details of each. If the plans include any exclusive use common area and common area improvements, details of the exterior and surrounding areas are also required.
5. The plans must identify the precise location of the proposed alteration and any related alterations/installations. For example, if the proposal is for a room expansion, the relocation of doors, if necessary, should be identified.

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6. The plans must provide specific details of how the proposed alteration would be constructed. For example, if a window is being installed, information detailing its size and whether it would be constructed of white vinyl, dual-pane glass, etc., should be included.
7. Where a variance request is for an alteration that is visible from the outside of a manor (room expansion, window installation, door relocation, etc.), an exterior elevation must be submitted, inclusive of the alteration's proposed roofline. If a modification to the existing roofline is to be considered, include a minimal of one section through the new area to depict the roof slope, slab elevations and interior usable space.
8. All plans must be site specific and original. Plans submitted for another manor for a similar requested alteration would not be considered.
9. Do not change or alter standard plans; if an alteration will differ slightly from a standard plan, provide written documentation with a new manor plan indicating how the proposed alteration would vary from the standard plan.
10. The Manor Alterations Division must be informed in writing of any deviations from an approved alteration that is being performed, prior to making any field changes. Any deviations from an approved plan must be approved by the Manor Alterations Division before it is made on the manor. Deviations from approved plans may require ACSC approval of an additional variance, thus a waiting period may result.

Further to the requirements provided by Civil Code §4765, pursuant to Article 7 of the bylaws and Article X of the amended and restated declaration of CCRs, the ACSC is hereby established as a standing committee of this corporation; and the board of directors of this corporation assigns the duties and responsibilities of the ACSC of the corporation as follows:

The ACSC shall have the responsibility to recommend approval or denial of all requests for nonstandard alterations and modifications, or alterations that have generated neighbor objection. Final determinations are approved by the board.

Variance requests are processed as follows:

Variance requests, and all required documentation, shall be submitted, and deemed complete by the Manor Alterations Division, a minimum of 30 days prior to the next regularly scheduled ACSC meeting in order to be considered.

Staff will prepare a variance request matrix for all proposed alterations that includes a summary, recommendation and any recommended conditions of approval.

THIRD LAGUNA HILLS MUTUAL ARCHITECTURAL REVIEW PROCEDURES

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Using the matrix and documentation, the committee considers the variance request based on the following criteria:

- Compliance with existing standards
- Aesthetic effect
- Cost impact on the mutual
- Value impact
- Potential maintenance impact

By a counted vote of committee members present at the meeting, the ACSC recommends approval or denial of the request.

The recommendation from the ACSC on a matter to be ultimately determined by the board is considered by the board at the next regularly scheduled open meeting, at which time the board will either approve (either with or without conditions) or deny the member's architectural variance request.

Members may appeal decisions made by the ACSC or the board as per Resolution 03-23-70.

Members may appeal decisions made by a committee and have their appeal considered by the board, after which the board will make a decision and provide notice of same in accordance with Third's governing documents and applicable statute.

Information regarding how to request an appeal of a committee's decision will be included in the determination letter sent to a member as a result of a committee's decision, but essentially the process is:

- A member who wishes to appeal a committee's decision has 30 days, from the date of the committee decision, to appeal the decision.
- The appeal request must be sent to the general manager and the committee chair and/or board president.
- The appeal request must be received in writing (electronic version is acceptable).
- The member may—but is not obliged to—explain why the member believes the committee's decision is incorrect.
- The member may—but is not obliged to—provide such new evidence or documentation that the member feels will aid the member's appeal.

If the board approves a committee decision within 30 days of the decision being made by the committee, the member can still appeal the decision of the committee to the board and the board will hear it. As per community rules and applicable law, any appeal decision made by the board, whether in an open meeting or in executive session, shall be final and not subject to additional review or a right of appeal by Third members. However, should new evidence be presented regarding the decision, the committee has

the option to rehear the request and make a decision, which could result in an appeal to the board as per this policy.

UNAUTHORIZED ALTERATIONS

Upon the discovery of an unauthorized alteration, the Manor Alterations Division provides the member with a notice of unauthorized alteration, which includes the requirements under which an alteration may be permitted.

Upon receipt of a notice of unauthorized alteration, all work must cease immediately and the member must obtain all required mutual consents and city permits before performing additional work.

A second inspection is performed within 30 days after the date of the notification and should the inspection reveal that the member's alteration continues to be in violation after the previous requests to comply have gone unheeded, then the member is notified via certified and first-class mail of a member disciplinary hearing. This notification includes background information regarding the subject violation, the reasons for a hearing, the time and place of the hearing, and the possibility of any and/or all of the following: suspension, discipline and fines. The member is provided a copy of the mutual's bylaws with respect to discipline:

THIRD – ARTICLE 4.5 AND 4.6 OF THE BYLAWS

4.5 DISCIPLINE OR SUSPENSION.

4.5.1 *Grounds for Discipline or Suspension.* The Board may discipline or suspend a Membership for the willful or repetitive failure of the Mutual Member to observe or perform the obligations of a Mutual Member as set forth in these Bylaws, the Covenants Conditions & Restrictions, the Articles of Incorporation, or any rules or regulations of this Corporation. The discipline or suspension may include the restriction of the right to use any facility managed by this Corporation for a period not to exceed ninety (90) days for each breach to run successively. The Board shall make a determination in each case of a discipline or suspension as to which common facilities shall be denied to the Mutual Member. The Board may also suspend or restrict the use of common facilities by all other persons claiming or exercising rights derived from the Mutual Member, such as Qualifying Resident, Co-occupant, Tenant, and Guests.

4.5.2 *Disciplinary Action by Board.* The Board may take disciplinary action against any Mutual Member of this Corporation, Qualifying Resident, Co-occupant, Tenant, and their Guests for breach of these Bylaws, of the Restrictions, the Articles of Incorporation, or of any Rules or regulations of this Corporation on the part of the Mutual Member or Mutual Member's Guest(s), any Co-occupant of the Mutual Member's Manor or any Lessee of the Mutual Member's Manor who may use the facilities of this Corporation or the Foundation. Any disciplinary action authorized hereunder shall not act as a bar to the exercise of any other right or remedy available to this Corporation against any other party for any such breach.

THIRD LAGUNA HILLS MUTUAL ARCHITECTURAL REVIEW PROCEDURES

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4.5.3 Disciplinary or Suspension Action Authorized. *Disciplinary or suspension action authorized hereunder may consist of any or all of the following: (1) a fine for each breach, not to exceed the maximum established in the adopted Schedule of Monetary Penalties; (2) suspension of the right to use any facilities operated or managed by the corporation for a period not to exceed ninety (90) days for each breach, and (3) suspension of the right to vote, whether by voice, ballot or written consent, on any or all matters brought before the Members for a period not to exceed one (1) year; and (4) may recommend to GRF to take disciplinary action against the Mutual Member, such as suspension of the right to use GRF's facilities, to the extent permissible under its Bylaws, rules or regulations; this Corporation may also make an application to a court of competent jurisdiction for legal or equitable relief.*

4.5.4 Right to Hearing. *Before any disciplinary action is taken, the party charged with a violation shall be entitled to a hearing pursuant to the provisions of 4.6, except for traffic violations governed by 4.5.7 and 7.3, and except for the exercise of the remedies provided for in § 1367 of the Common Interest Development Law for collection of delinquent assessments, and monetary penalties for reimbursement of costs.*

4.5.5 Additional Remedies. *The prevailing party shall be entitled to recover costs of suit and a reasonable sum for attorney's fees incurred in enforcing these Bylaws, or any rule or regulation of this Corporation.*

4.5.6 Authority to Adopt Rules. *The Board is hereby authorized to adopt rules and regulations to carry out the purpose of this Section.*

4.5.7 Exception for Certain Traffic Violations. *Except when a hearing is required by the traffic enforcement program approved by the Board of Directors of this Corporation, a Member, Qualifying Resident, Co-occupant, Lessee, or Guest who is cited for a traffic violation of any type may, in certain instances specified in the traffic rules enforcement program as revised and approved by the Board of Directors from time to time, elect to waive his/her right to a hearing and commit to a traffic violation disciplinary action alternative as specified in the traffic rules enforcement program then in effect.*

4.6 PROCEDURE FOR SUSPENSION OR DISCIPLINE.

A Membership may be suspended or a Mutual Member disciplined according to the procedure set forth below. The term "Mutual Member" in this Section shall include persons claiming or exercising rights under the Mutual Member, including Qualifying Resident, Co-occupant, Lessee or Guest or invitee of Mutual Member.

4.6.1 Notice to Mutual Member. *A notice shall be sent to the Mutual Member not less than fifteen (15) days prior to the effective date of the proposed suspension or proposed discipline, by First Class mail, to the most recent address of the Mutual Member shown on the Mutual records. Such notice shall set forth the proposed action to be taken against the Mutual Member or the Membership, the reasons therefore, the right to be heard, orally or in writing, at a time which is not less than five (5) days before the effective date of the suspension or discipline, and the date, time and place of the hearing on the proposed suspension or discipline.*

THIRD LAGUNA HILLS MUTUAL ARCHITECTURAL REVIEW PROCEDURES

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4.6.2 Opportunity to be Heard and Present Evidence. *The Mutual Member shall be given an opportunity to be heard and present evidence either in person, by counsel, or by both, or in writing, at a hearing before the Board of Directors to be held not less than five (5) days before the effective date of the proposed suspension or discipline.*

4.6.3 Decision, Communication. *Following the hearing, the Board of Directors shall decide in good faith and in a fair and reasonable manner whether the Mutual Member should be suspended or disciplined and the terms and period of the suspension or discipline. The decision of a majority of the Board of Directors shall be final and binding upon the Mutual Member, and shall be communicated together with notice of the right to appeal the decision as set forth in 4.6.4, in writing to the Mutual Member.*

4.6.4 Limitation on Challenge. *Any action challenging a suspension, or other disciplinary action taken against a Mutual Member, including a claim of defective notice, must be commenced within one year after the effective date of the suspension or other action.*

4.6.5 No Relief from Obligations. *The suspension of a Membership in this Corporation or disciplinary action against a Mutual Member shall not relieve the Mutual Member from any obligation for charges incurred, services or benefits actually rendered, or dues, assessments or fees relating thereto, or from any obligation arising from contract, a condition of ownership, or otherwise.*

4.6.6 Effect of Termination. *In the event of a termination of a Membership, this Corporation, at its election, thereupon shall either (1) repurchase said Membership at its market value, or (2) proceed with reasonable diligence to affect a sale of the Membership to a purchaser at a sales price acceptable to this Corporation.*

ALTERATION FEE SCHEDULE

The Third Mutual Board has adopted the following alteration fee schedule to recover labor related costs for the processing of alterations and will be adjusted annually to account for labor rate adjustments:

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Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans

A City Permit may also be required. Contact the City Building Permits office for permitting requirements.

\$50 Alteration Processing Fee	
Alteration Type	
Acoustic Ceiling Removal	
Awnings (Standard, Less than 54")	
Awnings (Powered)	
HVAC (No Increase in Amperage)	
Tub Replacement	
Block Walls (Less than 48" H)	
Block Walls (More than 48" H)	
Planter Wall	
Dishwasher (New Installation)	
Door Revision (Exterior)	
Electrical	
Exhaust Fan	
Fences (Less than 84") and Gates	
Floor Coverings (Exterior)	
Flooring (Vinyl)	
Gutters and Downspouts	
Metal Drop Shades	
Modesty Panels (Balcony)	
Patio Slab Revision	
Patio Wall Revision	
Plumbing	
Sliding Glass Doors (Retrofit)	
Soft Water System (Independent)	
Soft Water System (Connected to Water Heater)	
Solar Tubes	
Storage Cabinets (Carport)	
Tub to Tub Replacement	
Windows (Retrofit)	
Shades (Roll-up)	

Alteration Fees Based on Valuation	
Alteration Type	
Air Conditioner (Through the Wall)	
Bathroom Addition (Split)	
Central HVAC (New Installation)	
Atrium, Balcony, Patio Covers (Replacement or New Installation)	
Doors (New Construction)	
Atrium, Balcony, Patio Enclosures	
French Doors (New Installation)	
Garden Room, Solarium	
Heat Pumps (New Installation through Wall)	
Man Doors (New Installation)	
Plumbing (New Installation or Relocation)	
Room Addition	
Shower to Shower Replacement	
Skylights	
Sliding Glass Doors (New Installation)	
Tub to Shower Installation	
Wall Revisions	
Washer and Dryer (New Installation)	
Water Heater (Relocation)	
Windows (New Construction)	

Alteration Fee Legend	
Valuation	Fee
Less than \$750	\$50
\$751 to \$2,000	\$77
\$2,001 to \$4,000	\$168
\$4,001 to \$10,000	\$280
\$10,001 to \$20,000	\$392
\$20,001 to \$29,999	\$504
Above \$30,000	\$700

Type	Fee
Pre-Construction Mutual Consent	\$50
Variance Processing Fee	\$150
Unauthorized Alteration Fee (Applicable to alterations that require City of Laguna Woods building permits)	\$300
Solar Application Processing Fee	\$223
Legal Fee for the preparation of a Recordable Exclusive Use of Common Area Revocable License Agreement for the use of common areas that extend beyond the original floorplan to be collected after board approval of the variance	\$750



Alteration Fee Schedule (Continued)

Notes

- Per Resolution 03-23-111, future revisions to the Alteration Fee Schedule will be included with the Annual Assessment Letter Packet that the Finance Department issues every year in November under the Architectural Review Procedures section of the Annual Policy Statement.
- The approval of variances for the use of common areas that extend beyond the original floorplan and that meet the requirements of Civil Code Section 4600, requires the execution and recordation of a Recordable Exclusive Use of Common Area Revocable License. The processing of agreements for all other approved variances, including exclusive use common area as recognized within the footprint of the property, will utilize a Counsel-prepared and approved boilerplate form at no additional charge to the member.
- Some Alterations may require a Pre-Construction Mutual Consent, which carries a \$50 fee. To confirm if your Alteration will require a Pre-Construction Mutual Consent, please contact Manor Alterations.
- Alteration Fees are paid via credit card upon approval of a completed Mutual Consent application. Manor Alterations will contact applicants directly upon approval to collect payment.
- The following fees, as appropriate to the nature of the work, apply to work completed without a Mutual Consent: Unauthorized alteration fee + Pre-Construction Mutual Consent fee + Mutual Consent fee + Variance fee (if applicable).
- Variance Processing Fees are in addition to any fees incurred via Mutual Consent processing.



TO VMS EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

FROM SIOBHAN FOSTER, CEO/GENERAL MANAGER

SUBJECT DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

Health & Safety Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential “public” buildings in the mutual to all employees and contractors performing work within said buildings, and to all members of the mutual.

In addition, the mutual is required to disclose to new owners, within 15 days of acquiring title to a manor, the existence of asbestos-containing material in nonresidential “public” buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that own or manage the buildings at Laguna Woods Village for their members, hereby notifies all its employees, contractors and all mutual members and transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. As the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor codes. The certificates of analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA, 92637 between 9 a.m. and 5 p.m., Monday through Friday.

The following buildings in Laguna Woods Village were constructed prior to 1979 and thus *may* contain asbestos in one or more construction materials: All community facilities buildings (with the exception of clubhouse 7, the mini-gym at clubhouse 1, the Broadband Services bldg., the Laguna Woods Village community center bldg., the vehicle maintenance bldg., Village Greens, gatehouses 1 and 7, and a portion of the warehouse — all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse bldg., stables, gatehouses (with the exception of gatehouses 1 and 7), garden center buildings, all detached laundry buildings, and residential buildings No. 1 through 5543 inclusive.

At the time most of the buildings in Laguna Woods Village were constructed, ACM met local codes as well as state and federal regulations and were extensively used in many building products including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, and heating duct material/insulation.

According to the National Cancer Institute and the Environmental Protection Agency, any asbestos in these materials does not present a threat to health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state and local laws as well as internal guidelines called for in the asbestos operations and maintenance plan and other company safety and environmental policies and procedures.

VMS employees whose work orders require them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such work. Direct questions concerning instructions and equipment to the HR safety officer at 949-268-2034.

It is illegal to place asbestos materials or debris in Laguna Woods Village trash dumpsters. Such materials must be disposed of separately in accordance with state and county regulations to avoid fines. Contact the HR safety officer at 949-268-2034 for details.

If you become aware of any ACM becoming damaged or otherwise disturbed, please contact Laguna Woods Village customer service at 949-268-2034, or the HR safety officer at 949-268-2034.

October 2, 2023

Sincerely,

A handwritten signature in cursive script that reads "Siobhan Foster".

Siobhan Foster, CEO/General Manager



Opt-Out Authorization Form

Disregard this notice if you have previously opted out or completed this form.

California Civil Code Section 5220 provides an opt-out provision for members of the association who wish to make their contact information inaccessible by the general membership.

An association member may opt out of the sharing of his or her name, property address and mailing address by notifying the association in writing.

Please provide your name, address and signature. Your signature below authorizes the managing agent to avoid sharing your name, property address and mailing address.

Date _____

Member name _____

Member ID _____

Unit address _____

Mailing address (if different from above) _____

Telephone _____

Email _____

Signature _____

THIS OPT-OUT DESIGNATION SHALL REMAIN IN EFFECT UNTIL CHANGED BY THE MEMBER.

Mail: Laguna Woods Village Community Center
Attn: Community Services
P.O. Box 2220
Laguna Hills, CA 92654-2220

Delivery: Laguna Woods Village Community Center
Concierge Desk
24351 El Toro Road
Laguna Woods, CA 92637

Online: Opt out via the resident portal at <http://lagunawoodsvillage.com>.



If we can't reach you, we can't notify you!



CodeRED is the community notification system used to call, text and/or email Laguna Woods Village residents with time-sensitive and/or emergency information. This system is separate from the regular email information you may be receiving from the Media and Communications Division and requires a specific, unique enrollment.

The Security Services Department and the Laguna Woods Village Disaster Preparedness Task Force encourage you to take a few minutes to ensure we have accurate contact information for you so you are informed in the event of an emergency or threat to the Village. Safety is a two-way street. Be sure to register today to receive the information you need, when it matters, regarding events such as:

- Critical power outages
- Earthquake emergency procedures
- Evacuation
- Gate or road closures
- Safety threats
- Fire

Please fill out the form on the reverse side of this paper and return it in person the Laguna Woods Community Center front desk at 24351 El Toro Road, or mail it to Media and Communications, Village Management Services Inc., 24351 El Toro Road, Laguna Woods, CA 92637. You may also complete the form online through the Laguna Woods Village website. Go to www.lagunawoodsvillage.com, and look for the link at the top of the home page that says CodeRED.

All information provided for your CodeRED notification is confidential and will only be used to contact you in the event of an emergency.



Contact Information Form and **CodeRED** Emergency Notification Record

If we can't reach you, we can't notify you!

Manor is ☐ Leased ☐ Owner occupied ☐ Vacant

Date _____

Your Information

Resident ID #	Manor #	Name	
Email		Home phone	Cell phone
Non-occupant owner address		City, state, zip	

Emergency Contact(s)

Name	Relationship	Home number
Email	Work number	Cell number
Address	City, state, zip	
Name	Relationship	Home number
Email	Work number	Cell number
Address	City, state, zip	

Additional Information

Attorney's name	Phone
Power of Attorney/Trustee's name	Phone
Pet care contact name	Phone
Doctor's name	Phone

Special Circumstances (Check the conditions that apply to you.)

- ☐ Dementia
 ☐ Visually impaired
 ☐ Hearing impaired
 ☐ Nonambulatory
☐ Life-support system (equipment that requires electricity)
 ☐ Do you have a caregiver?

**Do you have an approved caregiver application on file? For assistance contact Resident Services at 949-597-4600.*

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.



Laguna Woods Village Communications, dwellingLIVE and the Resident Portal

Village Communications: Know What's Happening in Your Community!

The Laguna Woods Village Media and Communications Division brings all the news, events and activities residents want and need to know about their dynamic community.

Receive Current Messaging Through Diverse Mediums

- **VILLAGE BREEZE:** Bimonthly publication covers updates from the Golden Rain Foundation, Third Laguna Hills Mutual and United Laguna Woods Mutual and select Village news. This publication, paid for through a partnership with MemorialCare, is delivered to your door via the United States Postal Service's Every Door Direct program. See the reverse of this form to learn where you can pick up a copy if delivery is missed.
- **WHAT'S UP IN THE VILLAGE:** This weekly e-blast highlights the most current news, events, schedules and more. It contains the information you need to know!
- **TARGETED NEWS, ALERTS AND INFORMATION:** Real-time alerts concerning closures, openings, schedule adjustments and more, including special emails from your housing mutual president or the president of the Golden Rain Foundation.

NAME _____

MANOR NUMBER _____

PHONE _____

EMAIL _____

LET US KNOW WHAT VILLAGE COMMUNICATIONS YOU WISH TO RECEIVE!

☐ What's Up in the Village Weekly E-Blast ☐ Targeted News and Alerts

PLEASE RETURN THIS FORM IN PERSON OR VIA US MAIL TO
COMMUNITY CENTER CONCIERGE, 24351 EL TORO ROAD, LAGUNA WOODS CA 92637

Use dwellingLIVE for Faster Guest Access

DwellingLIVE is the easiest, fastest way for your friends and family to access the Village. Register guests online and print passes 24 hours a day, seven days a week using a computer, tablet or smartphone. Simply visit the Laguna Woods Village website, click on **Guest Passes** in the top right-hand corner, and click on the **DwellingLive** link to register or log in. Residents who have an email address on file should have received an email with login instructions. If you do not know what email address you have on file, please contact Resident Services at residentservices@vmsinc.org or **949-597-4600**.

Download the dwellingLIVE app at the App Store or at Google Play.

View a comprehensive dwellingLIVE tutorial at bit.ly/3EFqTSh, watch a Village YouTube channel video tutorial at bit.ly/39u9fCR or check out the DwellingLive video tutorial at lagunawoodsvillage.com > **Residents** > **Resident Services** > **At Your Service** > **DwellingLive Video**.

Resident Portal: Go Online to Save Effort and Time!

Skip lines in person or on the phone for many services—use the Village resident portal instead! Process credit card payments, submit service requests, check account balances, print account statements, update emergency contacts and review resident and vehicle information at portal.lagunawoodsvillage.com. Visit <https://bit.ly/3ksCvA4> to view a step-by-step tutorial on how to use the resident portal.

Where to Find the Village Breeze Throughout the Community

The Village Breeze is delivered to every manor via the United States Postal Service's Every Door Direct program. However, if delivery misses its mark at your door, you can call the regional postmaster to inform them of missed delivery at **949 837-1848** or find copies available throughout the Village:

Clubhouse 1 fitness center • Clubhouse 1, 2, 4, 5, 6, 7 offices
Community Center concierge desk, fitness center, Recreation office • Equestrian Center office
Garden Center 2 office • Golf pro shop, par 3 office • Tennis clubhouse • Village Library

JOIN US ON FACEBOOK

GOT (the Right) INFO?



Questions or curiosity about something you heard that doesn't sound quite right? Village Management Services has answers—in person, online, via email, on Village Television, in the Village Breeze and more!

GET FACTS

- Email info@lagunawoodsvillage.com, which is monitored and answered daily by staff.
- Read the every-Friday “What’s Up in the Village,” a digital newsletter containing news, event information, updates and much more. Email info@lagunawoodsvillage.com if you would like these messages sent directly to your inbox. Include “Subscribe me to ‘What’s Up in the Village’” in the subject line.
- Read the bimonthly Village Breeze. The Village Breeze is delivered to every manor via the United States Postal Service’s Every Door Direct program. Call the regional postmaster to inform them of missed delivery at **949 837-1848**. Copies are available throughout the Village at Clubhouse 1 fitness; clubhouse offices 1, 2, 4 and 5; Community Center concierge desk; Community Center fitness; Community Center Recreation office; Equestrian Center office; Garden Center 2 office; Golf pro shop; Par 3 office; Tennis clubhouse; and Village Library.
- Check out the latest news at lagunawoodsvillage.com > News > News Home (lagunawoodsvillage.com/news).
- Watch “**This Day**” on TV6 Monday through Saturday at 9 a.m. (rebroadcast at 12:30 and 5 p.m. daily).

ATTEND OPEN MEETINGS

- At lagunawoodsvillage.com under **Calendars**, go to **Calendars Home** and **select All**

Governance Boards, GRF, Third or United.

- Clicking the Calendars Home button also will take you to a landing page from which you can select the governing board calendar of your choice. Click on the meeting of interest.
- Meeting information and agenda packets can be found by clicking on the meeting of interest on the calendar.

GET ANSWERS TO FAQs

- Click **How Do I?** at the top main menu of the Village website for a list of answers to frequently asked questions regarding general information, sales and leasing, billing, decals and passes and more.

WHO CAN YOU CALL?

- Click **Contact Us** in the top right-hand corner of the Village website for general information, important phone numbers and more. A **What can we help you with?** online form (scroll to the bottom of the Contact Us landing page) allows you to make an inquiry to be answered by staff.
- Visit <https://bit.ly/3uJZF7h> to view the full phone list or click **View Full Phone List** at Contact Us.
- Visit <https://bit.ly/2PXD8VV> for a comprehensive list of frequently called numbers.





Preferred Delivery Method

Dear Mutual Member,

Senate Bill 392 mandates that an association deliver a document in accordance with the member's preferred delivery method. This means that under certain circumstances the mutual may use a valid email address as the default method when sending documents or notices to members via individual delivery. **There is no requirement to provide your email address.**

This letter is a request for your preferred individual delivery method for mutual documents. This method can be a valid email address and mailing address, two valid email addresses or two mailing addresses. **If you do not wish to change delivery method previously submitted, no action is required.**

Please return your delivery method preference via email to: info@lagunawoodsvillage.com

Mail or drop off to:

Laguna Woods Village Community Center
24351 El Toro Road, Laguna Woods, CA 92637
ATTN: General Manager's Office

Deliver mutual documents to me by my preference below:

Please print:

Member's Name: _____

Manor Number/Address _____

First preference email or mailing address: _____

Second preference email or mailing address: _____

Return this form no later than: **September 1, 2024.**

If you decide not to update the information requested above, the last preferred delivery method provided will be deemed the preferred delivery method next year.

ANNUAL LEGAL DOCUMENTS

The Village Media and Broadband Services Notification of Customer Rights Under the Cable Communications Policy Act of 1984 are provided here by law for resident use and review. Every year by law, as a common interest development, the managing agent, Village Management Services, must share with each owner in Laguna Woods Village important financial documents and disclosures, including the Annual Budget Report and the Annual Policy Statement. These items, mailed directly to each unit's owner on December 1, 2023, include a notification of the 2024 assessment. Other required documents include the Village Media Broadband Services customer (resident) notification of the Cable Communications Act of 1984.

NOTIFICATION OF CUSTOMER RIGHTS UNDER THE CABLE COMMUNICATIONS POLICY ACT OF 1984

Dear Cable and/or internet Customer:

As a customer of Golden Rain Foundation (GRF) Broadband Services subscribing to cable television services and/or other services provided over the cable system, you are entitled under the Cable Communications Policy Act of 1984 (the Cable Act) to know the limitation imposed upon cable operators in the collection and disclosure of PII (PII), the type of PII collected, how such information is used, under what conditions it is disclosed, the period during which it is maintained and the rights of customers concerning access to such information and its disclosure. The law relates only to PII. It also applies only to information that you have furnished to us, and certain information that is transmitted over our cable facilities. Some of our services may permit you to direct communications outside of our system and this law does not apply to these communications. For example, this law does not apply to anonymous aggregate customer information or information that you have directed to third parties over the facilities of online providers or over the internet. Aggregate information is what the cable system collects or assembles, which is devoid of all PII relating to our customers (i.e., it is anonymous) such as data relating to the use of internet access by groups or customers. GRF collects such information in order to provide and manage the quality of the services requested.

Collection and Use: To better provide you with reliable, high-caliber service, GRF keeps regular business records that may contain the following types of PII: name, service address, billing address, home and/or other telephone number(s), service information, customer correspondence and communications records. We also maintain information concerning billing, payment, security deposits, maintenance and repairs, as well as other service-related information. We collect, maintain and use this information, generally to conduct business activities related to providing you with cable television and other services, and to help us detect theft of service. Specifically, our detailed business records are used, and personal information contained in them disclosed, to help ensure you are being properly billed for the services you receive, to send you pertinent information regarding your cable services, to improve the quality of the services we provide to you, and for other service-related activities. This information is used for financial, legal, tax and accounting purposes, to sell, install, maintain and disconnect services, to bill and collect charges for the services that you receive, to gauge customer satisfaction and improve programming and marketing plans, for customer mailings and to answer questions from you concerning your bill and services provided to you. We take all reasonable precautions to identify you or your authorized representative as the inquirer on your account and to otherwise prevent unauthorized access to your account information. We are prohibited from using the cable system to collect your personal information without your written consent for any other purposes.

Disclosure: GRF considers the PII contained in our business records to be confidential and will not disclose it without your prior written or electronic consent except as provided in this notice. We may disclose this information, however, if the disclosure is necessary for rendering or conducting a legitimate business activity related to a cable service or other service GRF provides to you. For example, in order to provide and manage our services, we may periodically disclose information to our employees, attorneys, outside auditors and accountants as required, program guide distributors, collection agencies, construction and installation contractors, customer and market research companies, software vendors, and affiliated providers of internet access services or internet content services. GRF will not make PII about your video programming service records available to government entities unless we are required to do so by court order. Under subsection (b) of Section 631 of the Cable Act, before the court will order us to disclose PII about your video programming service records, the government entity seeking the information must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. If a government entity is seeking PII about you under these circumstances, the court must afford you the opportunity to appear and contest the government entity's claim prior to issuing an order to GRF to produce the records.

Under the recently enacted USA Patriot Act, GRF may be required to make certain PII about its high-speed internet and video customers (excluding video programming service records as discussed above and the contents of your internet communications) available to government entities upon receipt of a valid subpoena and you are not entitled to receive advance notice of the disclosure. Disclosure of the contents of your internet communications through installation or use of a pen register or a trap and trace device can only occur upon issuance by a court or an order pursuant to 18 U.S.C. §§ 3121, 3123. In addition, under the USA Patriot Act, GRF may disclose voluntarily and without prior notice to the subscriber internet information, including the contents of subscriber communications, to law enforcement if GRF reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information immediately.

Retention: GRF maintains the information in our regular business records as long as you are a customer and for a period of time thereafter if necessary for our business or legal purposes. Unless there is a legitimate request or order to inspect the information outstanding, we will destroy the information once it is no longer necessary for our legal or business purposes.

Subscriber Rights: GRF will make available for your examination any PII about you collected and maintained in our business records within a reasonable period of time. You shall be responsible for the cost of copying any documents you request. We will make this information available during normal business hours at the GRF office listed on the front cover of this notice or on your billing statement,

and will give you an opportunity to correct any error in the information we maintain. Section 631 of the Cable Act gives you specific rights if these provisions are violated. If you believe that a violation of these provisions of the Cable Act have caused you harm, you may bring a civil action for damages in a U.S. District Court.

TELEVISION EQUIPMENT COMPATIBILITY NOTICE

Q: Do I need a cable converter and where can I get one?

A: If you have a high-definition TV you may not need a converter; however, some TV models—especially older sets that are not “cable ready”—may not be able to receive all of the channels offered by the cable system when connected directly to the cable system. If your TV is not able to receive all of the channels offered by the cable system when connected directly, you can obtain a set-top channel converter or other equipment from GRF to enable your TV to receive all cable channels.

TELEVISION PICTURE QUALITY RESOLUTION NOTIFICATION

Q: What should I do if I have poor picture quality on my TV?

A: Upon experiencing problems with the quality of television signals that you receive, call Broadband Services at 949-837-2670. A fully trained customer service representative will attempt to resolve your problem over the telephone. If this cannot be done, an appointment will be scheduled for a skilled technician visit your home to resolve your reception problem. If, in your opinion, the service technician fails to correct the reception problem, call us again and we will review the actions taken. Should we continue to be unable to resolve the problem to your satisfaction, we will inform you of our determination, and the reasons we cannot solve the problem.

Q: What if GRF cannot resolve my problem?

A: GRF serves a franchised area. If you believe GRF has not properly resolved your issue, please contact the applicable franchise authority at City of Laguna Woods, 24264 El Toro Road, Laguna Woods, CA 92637; 949-639-0500.

TERMS AND CONDITIONS OF SERVICE

GRF, through its Broadband Services Division, shall provide services requested upon the following terms and conditions:

GRF's Obligations:

1. Install in a workmanlike manner and in locations mutually acceptable to GRF and the Customer, equipment and materials necessary to furnish the services to the Customer.
2. Maintain and repair its equipment to minimize interruptions or degradation of services.
3. At the request of the Customer and upon payment of the appropriate fee, install, maintain, repair and replace the internal wiring inside the Customer's premises. Otherwise, GRF shall have no responsibility for the maintenance of the internal wiring.

Customer Obligations:

Pay all installation, service or other charges upon receipt of GRF's bill. Charges will be according to GRF rate schedule or tariff applicable at the time services are rendered. Some fees and charges are payable in advance. If Customer terminates services prior to the end of a prepaid period, GRF shall refund Customer the prorated unused portion of the fees and charges; provided, however, if such prorated unused portion is less than \$5.00, GRF shall make the refund only upon request of Customer. Upon the Customer's failure to make timely payment on or before the bill's due date, GRF may terminate service, remove its equipment, and impose late fees. The late fees protect timely paying Customers who would otherwise be required to subsidize the additional costs caused by late-paying Customers. It is impossible for GRF to predict the precise costs that an individual Customer will cause GRF to incur because of such delinquencies; however, such costs may include the lost use of funds, collection efforts by collection agencies and personnel costs. Payment of a late fee constitutes an acknowledgment by the Customer that the fee is reasonable estimate of the average costs caused by late payers. A Customer may, of course, avoid any late fees by paying his or her bills before the specified date.

The Customer also agrees that GRF shall have the right to charge interest on any uncollected account and agrees to pay all costs of collection including attorney's fees. Provide GRF employees and representatives with a safe working environment. Assume complete responsibility for the improper use, damage, or loss of any equipment furnished by GRF.

Allow GRF reasonable access into the Customer's premise for the purpose of installing, inspection, maintenance, repair and removal of the equipment in the Customer's premise. If a Customer is not at home at the time of the service call, the Customer authorizes any other resident or guest of the Customer at the residence to grant GRF access. If the Customer is not the owner of the premises: (i) the Customer represents to GRF that all necessary permission and authority has been obtained from the Owner to install GRF equipment at the premises, including without limitation, equipment that may be attached to the outside of the premises: and the Customer will indemnify GRF from any and all claims of the owner of the premise in connection with the installation and provision of the services by GRF.

Leakage: Pursuant of the rules of the Federal Communications Commission, GRF is responsible for any excessive signal leakage while providing service over the system. Should such excessive leakage originate from a Customer's internal wiring, GRF obligation shall be to make the required repairs to all wiring installed by GRF or its agents. Leakage as a result of the Customers installed wiring or equipment will be the responsibility of the Customer to be repaired. GRF reserves the right to discontinue service until such leakage has been corrected.

Equipment: GRF may lease to you certain equipment including, without limitation, converters, remote controls, set-top boxes, and DVRs for your use in connection with the Services. Internal Wiring shall not be considered equipment and shall become your property upon initiation of Service. All equipment leased to you by GRF or a GRF agent, is, and shall remain the sole property of GRF, and you agree that such leased equipment will not become a fixture of your or any premises. GRF shall have the unrestricted right, but not the obligation, to install, update, or upgrade the software in any equipment that GRF provides to you. GRF shall also have the unrestricted right, but not the obligation, and you hereby grant permission to GRF, to install, update, or upgrade the software in any non-GRF provided equipment that you are using to receive or use the Services.

With respect to equipment leased to you by GRF or a GRF agent, you agree:

1. To use equipment only for the purpose of receiving Services ordered from GRF and for no other purpose.
2. To prevent any connections to the equipment which are not expressly authorized in writing by GRF.
3. To prevent tampering, altering or repair of the equipment by any person other than GRF's authorized personnel.
4. To assume complete responsibility for improper use, damage or loss of such equipment regardless of cause.
5. To promptly return the equipment to GRF in good condition and without any encumbrances, except ordinary wear and tear resulting from proper use, immediately upon discontinuance of service by GRF or you, or at GRF's request. The equipment is and shall remain the property of GRF at all times, even if you pay all or part of the Unreturned Equipment Charges described below. You may not sell, resell, or transfer the equipment to any third party at any time. If you do not promptly return the equipment to GRF in good condition immediately upon termination of this agreement or at GRF's request, without any encumbrances, or if the equipment is lost, stolen, substantially damaged, sold transferred, leased encumbered or assigned (collectively, "Unreturned Equipment"), the damages GRF will incur will be difficult to ascertain. Therefore, you agree to pay, and GRF may charge your account, a liquidated damages amount, which may include a reasonable estimate of the replacement costs for such equipment and a reasonable estimate of any incidental costs that GRF incurs due to your failure to return equipment or if the equipment is substantially damaged or encumbered; provided, however, that such amount will not exceed the maximum amount permitted by law ("Unreturned Equipment Charge"). Unreturned Equipment Charges are \$350 for the 6 Tuner DVR, \$275 for the 2 Tuner DVR, \$100 for the HD Standard & Qi3, and \$60 for the HD Converter. GRF will update Unreturned Equipment Charges from time-to-time. Unreturned Equipment charges are GRF's attempt to recoup certain costs that GRF incurs due to Unreturned Equipment. GRF's object is to recoup these costs without increasing rates and other charges to all. GRF customers. This subsection 5 shall survive the termination or expiration of this Agreement.
6. To pay a deposit equal to the Unreturned Equipment Charge prior to the issuance of GRF Equipment if the Customer is not an owner of the premises. Not to sell, advertise or offer to sell any GRF equipment or move it to another location. State laws may prohibit the sale of such equipment by Service subscribers and if you violate these laws, you may be subject to civil and/or criminal penalties. Unless GRF informs you otherwise, or unless it is required by law, other cable, internet or telecommunications providers may be unable to provide their services through GRF equipment.
7. You have personally inspected the equipment to be installed in your home by the GRF representative and agree there is no visible damage to the equipment and it is in good working condition.

Limitation of Warranties and Liability: GRF makes no warranties, expressed or implied, as to the equipment furnished by Customer and assumes no responsibility for its condition. GRF shall not be liable for damages for failure to furnish or the degradation, or interruption of any services, for any lost data or content, identity theft, for any TV screen burn-in, pin misalignment, uneven TV screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Nor shall GRF be responsible for damages for failure to transmit or errors in the transmission of two-way interactive transactional data, regardless of cause. GRF shall not be liable for damage to property or for injury to any person arising from the installation, maintenance, or removal of equipment, software, wiring or the provision of services. Nor shall GRF be liable for failure to provide service if the cause is due to the act of an unaffiliated third party. The Customer hereby indemnifies and holds harmless GRF from any claims, actions, proceedings, damages, and liabilities, including attorney's fees, arising out of (I) such damage or injury resulting from any claim that your use of the service infringes on the patent, copyright, trademark or other intellectual property right of any third party, (II) any breach or alleged breach by you of this agreement; or injury to person or property resulting from your gross negligence. Under no circumstances will GRF be liable for special or consequential damages. GRF maximum total liability to you arising under this agreement shall be limited to the amount actually paid by you for the prior month of service.

Breach of Agreement: In the event a Customer fails to abide by the terms of this agreement or the rules of GRF, GRF shall have the right to terminate this agreement and enter the Customer's premise to remove its equipment. The failure of GRF to require customer's strict performance of any term or condition of this agreement shall not be a waiver of GRF's right to require strict performance of any other term or condition herein.

Theft of Service: Theft of cable and/or telecommunications service is a violation of Federal and California Law and is punishable by fines and/or imprisonment.

Entire Agreement: This agreement, any applicable tariffs and other agreements specifically referenced herein constitutes the entire agreement between GRF and the Customer for the services and equipment. The invalidity or unenforceability of any term of this agreement shall not affect the validity of enforceability of any other provision. No statement, representation or warranty made by any agent or representative of GRF regarding the service or equipment to be provided or the rates therefore shall be binding upon GRF unless expressly included herein.

For more information regarding Broadband Services and to view the channel listings visit www.lagunawoodsvillage.com/amenities/media-services/cable or call Broadband Services at 949-837-2670.